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PRISON LABOR PROGRAMS ON THE NATIONAL FOREST: A MANAGEMENT TOOL FOR THE RECREATION MANAGER

Prepared by
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ABSTRACT

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Title: Prison Labor Programs on the National Forest:
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Abstract:

The Tongass National Forest, Ketchikan Area, like most units in the Forest Service, is struggling under the grip of continued funding reduction. In the area of recreation management these reductions have resulted in increasing backlogs of maintenance and reconstruction work. To accomplish this workload, creative programs must be employed to efficiently extend scarce program funds.

This paper analyzes the establishment of a hosted human resource program using inmate labor from the State prison system to accomplish recreation management objectives. As a framework for establishment of an inmate labor program on the Ketchikan Area, all relevant Federal laws and Forest Service policies have been reviewed. Additionally, support information regarding existing prison labor programs both inside and outside Alaska has been collected and summarized. Finally, this paper outlines a proposed prison labor program for the Ketchikan Area using inmates from the Ketchikan Regional Jail.

The proposed Ketchikan Area program involves recreation projects on two Ranger Districts. Projects include local and spike camp operations. Procedures for establishing the inmate program are outlined, and a sample cooperative agreement is provided.

Preliminary findings indicate the use of inmate labor workers can be a cost-effective tool for accomplishing labor intensive recreation management projects.

EXECUTIVE SUMMARY

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Summary:

The Tongass National Forest, Ketchikan Area, like most units in the Forest Service, is struggling under the grip of continued funding reductions. In the area of recreation management these reductions have resulted in increasing backlogs of maintenance and reconstruction work. To accomplish this workload, creative programs must be employed to efficiently extend scarce program funds.

The opportunity addressed in this paper is the establishment of a hosted human resource program on the Ketchikan Area, using inmate labor from the State of Alaska, Division of Corrections, Ketchikan Regional Jail. These workers would be used to accomplish backlog recreation maintenance and reconstruction projects. The objective of the project was to establish a test program on the Misty Fiords National Monument and Ketchikan Ranger District. Goals of the paper are to:

1. Document background information for establishment of a prison labor program.

2. Document the structure of the program on the Ketchikan Area.

There are three main components of this project:

1. Background Data Collection - This included a literature review, review of existing laws and Forest Service policies, and a review of existing prison labor programs in Alaska and outside Alaska (Forest Service and State programs).

2. Project Negotiations - This included discussions with State prison and Forest Service officials to work out an acceptable test program to use prison laborers on Forest Service recreation projects.

3. Development of a Cooperative Agreement - This included development of a written agreement signed by both the Forest Service and the State of Alaska, authorizing the use of inmate laborers for recreation project work on the Tongass National Forest, Ketchikan Area. (A signed agreement and field testing of the project has not taken place.)

The results of this project accomplish several objectives. First, they suggest that a prison labor program on the Ketchikan Area can be a cost-effective tool for use in recreation maintenance activities. Second, it establishes the framework for a prison labor program on the Ketchikan Area. Third and perhaps most important, it documents the background information necessary to establish similar programs on other Areas. This greatly reduces the effort required to assemble a program proposal.

The following recommendations are made based on the information gathered in this report:

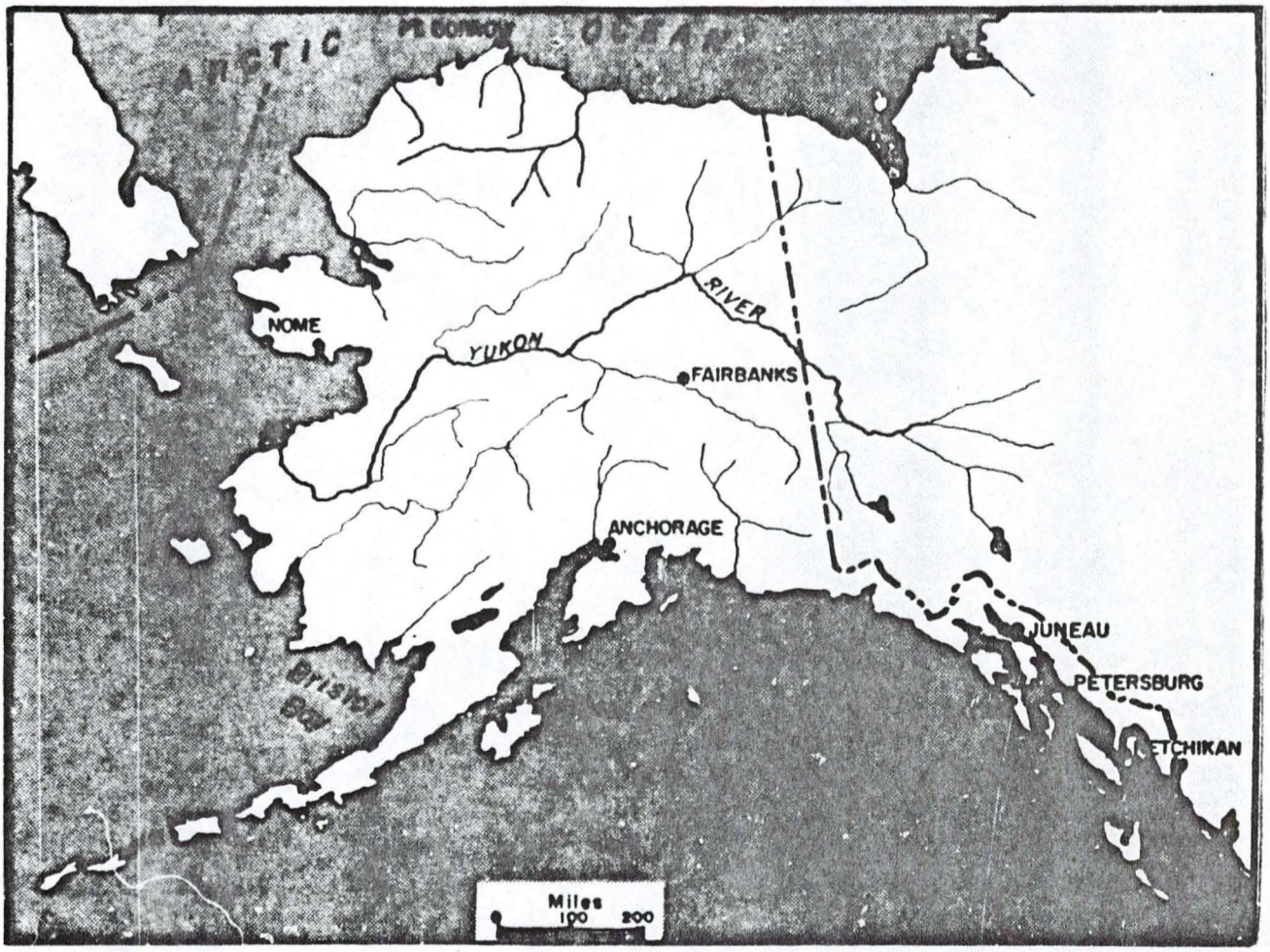
1. A follow-up report detailing implementation of the test program on the Ketchikan Ranger District and Misty Fiords National Monument should be completed. These findings should be attached and made part of this report.

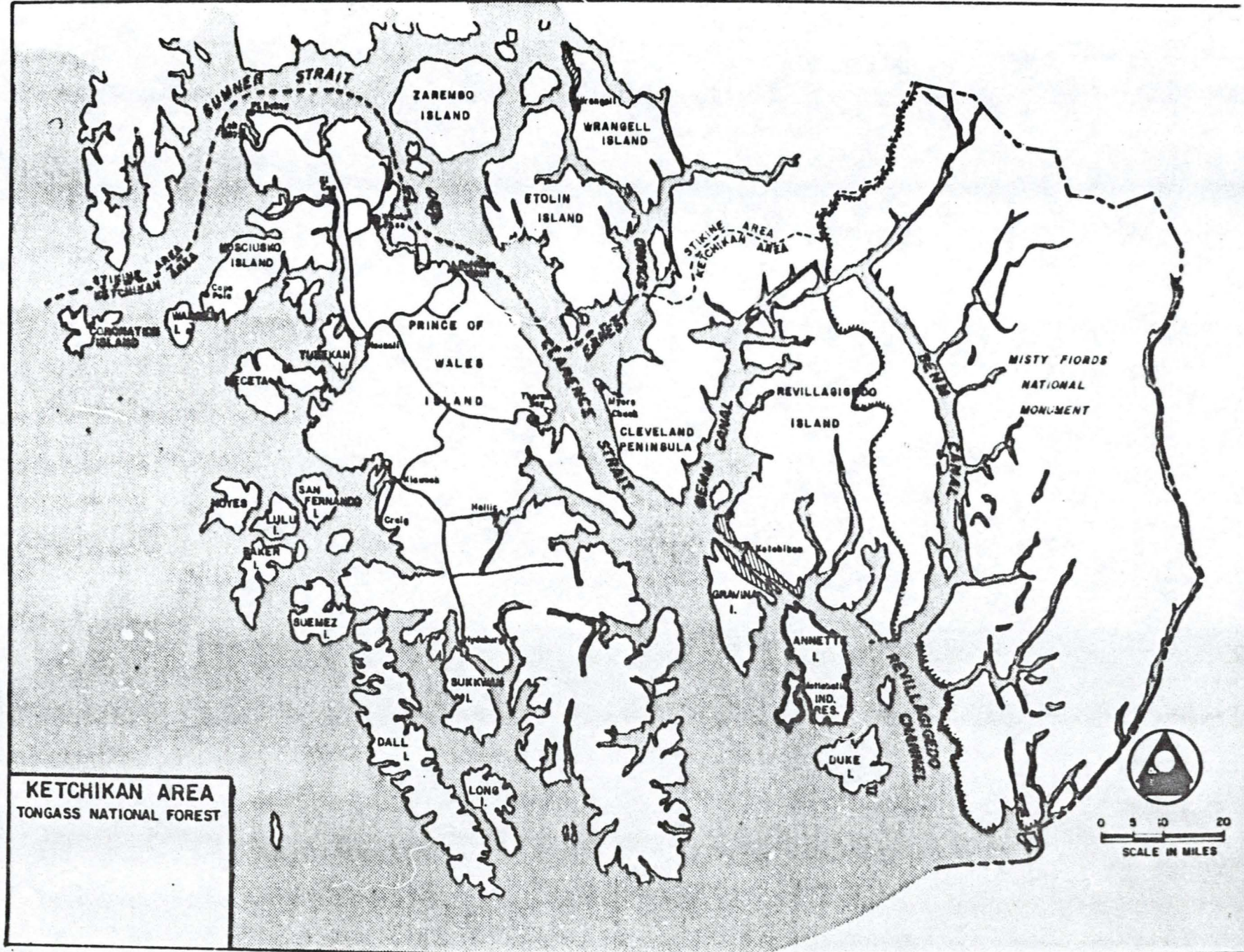
2. The ultimate goal of the inmate labor program should be to establish organized crews from the prison system which come with their own crew leaders. This will allow more flexibility with their use and relieve continuing concerns over Forest Service responsibility for inmate actions. This will require increased effort on the part of the prison system to take a more positive role in work force organization and management.

3. This paper discusses the use of inmate laborers on recreation projects. The potential exists for a wider use of the program. Most labor intensive projects such as tree thinning, planting, wildlife habitat improvement work, road maintenance, etc. would lend themselves to this type of program.

4. Efforts should be made to coordinate a Forest Service inmate labor program with other community and State organizations such as State parks, city departments of public works, etc. By expanding the project opportunities, the uneven work schedule offered by seasonal activities can be evened out, affording full-time crew activity. This will help maintain skill levels and eliminate or reduce the need of annual retraining programs. It will also enhance the program's image to potential inmate volunteers as an ongoing opportunity.

STATE OF ALASKA

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TONGASS NATIONAL FOREST
SUMNER STRAIT
ZAREMBO ISLAND
WRANGELL ISLAND
ETOLIN ISLAND
STIKINE KETCHIKAN AREA
BOUNDARY
BESCIUSHKO ISLAND
CORONATION ISLAND
PRINCE OF WALES ISLAND
TUXEKAN
HECETA
CLARENCE STRAIT
CLEVELAND PENINSULA
BEHM CANAL
REVILLAGIGEDO ISLAND
MISTY FIORDS NATIONAL MONUMENT
REVILLAGIGEDO CHANNEL
NOYES
SAN FERNANDO L.
LULU L.
BAKER L.
SUEMEZ L.
SUKKWAN L.
DALL L.
LONG L.
GRAVINA I.
ANNETTE L.
IND. RES.
DUKE L.
Craig
Hollis
Ketchikan
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CHAPTER I

INTRODUCTION AND STATEMENT OF THE PROBLEM

The Tongass National Forest, Ketchikan Area, like most other units in the Forest Service, is struggling under the grip of continued funding reductions. This situation is by no means new. It has, however, been greatly magnified since the start of the Reagan Administration as the President and Congress deal with the National budget deficit.

It seems clear that the major emphasis of Forest Service appropriations is to fund programs which can show positive returns to the Federal Treasury. Most programs which do not provide such evidence are limited in their funding. Recreation is one of the programs which has, to date, appeared to show little monetary return to the Government on its investment. It is, therefore, an easy target for cuts in funding.

The 1980's have seen appropriations for operation and maintenance of recreation developments, such as campgrounds, trails, and picnic areas, gradually decline while the demand for these facilities increases. In an attempt to keep the operations going, maintenance standards have been relaxed. Maintenance priorities have been established which deal with the most urgent needs first. In many cases routine maintenance work has been deferred to a later date. The result has been an ever growing backlog of maintenance work which goes undone. The more maintenance is deferred, the more the physical plant deteriorates and the larger the costs of repair and reconstruction.

A prime example of what is taking place can be seen with the trail system on the Ketchikan Area. Current estimates based on RIM (Recreation Information Management) system figures indicate that of a total trail mileage of 114 miles, only 23.3 miles (20%) is currently maintained to the designed experience level. Deferred maintenance has left 34 miles (30%) in need of major reconstruction work. The remaining 58 miles (50%) is in need of heavy maintenance. A conservative estimate shows the rehabilitation costs for the Ketchikan Area trail system to be in the area of $3,500,000.

Similar examples can be cited for the Forest recreation cabin program, campsites and picnic areas. These rehabilitation needs, while not nearly as dramatic as the trail program, are still significant.

It appears clear that annual appropriations for operation and maintenance of recreation facilities are not likely to significantly increase in the foreseeable future. This means, then, that creative programs must be employed if the Forest is to maintain the physical plant now in place.

Statement of the Problem

Decreasing funding levels and continued high work load requirements force the manager to seek creative methods to accomplish needed target objectives. Creative tools exist to effectively manage recreation resources in an efficient, cost-effective manner. Lack of information and reluctance of management to try unusual concepts or change existing procedures hampers the implementation of these tools.

The use of alternative work force programs and cooperative management agreements are tools available to the manager which can extend limited program funding. One possible source for developing a low cost labor pool to accomplish backlog recreation work on the Ketchikan Area is the State of Alaska Department of Corrections prison system. Inmate laborers

from the Ketchikan Regional Jail are available for work projects on National Forest lands through the community custody work-release program. This paper outlines the establishment of a cooperative program between the Forest Service and the State of Alaska to develop this labor potential.

Project Objectives

The opportunity addressed in this paper is the establishment of a Hosted Human Resource Program on the Ketchikan Area using inmate labor from the State of Alaska, Division of Corrections, Ketchikan Regional Jail. It is the State's policy that whenever and wherever possible prisoners shall be provided the opportunity to perform community service work. The State is actually seeking opportunities to promote this policy.

The objective of this project is to establish a test program on two Ketchikan Area Ranger Districts (Ketchikan Ranger District and Misty Fiords National Monument) using inmate labor from the Ketchikan Regional Jail. The goal of this paper is to:

1. Document background information required for establishment of a prison labor program.

2. Document the structure of the program on the Ketchikan Area.

The results of this project will provide the recreation manager with a framework for developing an additional tool for use in achieving desired management objectives. It will also provide an opportunity for state prison inmates to receive job skill training outside the institutional setting. In terms of the Ketchikan Area, the final product will be a signed cooperative agreement between the State Division of Corrections and the Tongass National Forest, Ketchikan Area, establishing a pilot community custody work-release program.

Delimitations and Assumptions

The intent of this paper is to document the information required for establishment of a community custody work-release program. For the purposes of establishing procedures and program testing, the initial project was limited to the recreation program on the Ketchikan Area, Tongass National Forest. Basic policies for establishing this program fell within those established for other human resource programs used by the Forest Service. No attempt was made to set new policy. It is assumed that:

1. The policy of establishment of a community custody work program falls within the established policies for human resource programs in the Forest Service.

2. There is widespread misunderstanding on the part of managers as to options available for establishing prison labor programs on their units.

3. There is a large backlog of work available on the National Forest which can be used for human resource programs without displacing existing Forest workers or possible contract opportunities.

4. There is a mandate to the State prison system to provide meaningful work opportunities for prison inmates.

5. Current Federal and State laws allow for development of mutually beneficial cooperative agreements between agencies.

CHAPTER II

As a precursor to development of a prison labor program on the Ketchikan Area, it was necessary to develop a complete understanding of all relevant information concerning the subject. This chapter documents the results of that information gathering process.

Literature Review

A literature search was conducted through the Forest Science Lab library at the U.S. Forest Service Regional Office in Juneau, Alaska. This organization has access to most major library systems through their automated data system. A report listing 22 titles was generated from a search of the National Criminal Justice Reference System (NCJRS) data base using the DIALOG Information Retrieval Service. Key words for the search were Forest Service, Forest, labor, work, inmate, prisoner, and cooperative agreement. The information generated by this search was not specific to the study topic and could not be used in this paper.

Important Laws and Policies

A complete review was made of all important laws and policies associated with Forest Service cooperative agreements and human resource programs. This information provided the basic legal authority and directive for establishment of a prison labor program on National Forest managed lands.

Public Law 94-148 Titled "Forest Service Programs Cooperative Agreements" (Ulman Bill) - This law is the basic legislative authority for developing cooperative agreements between the Forest Service and other organizations. This law was passed on December 12, 1975. The key points in this law state:

1. The Forest Service can enter into co-op agreements with government and/or private organizations provided there is a mutual benefit to such an arrangement beyond that of monetary benefit.

2. The Forest Service can reimburse the cooperator out of any appropriate funds available for the proposed type of work.

The law was passed to meet what the Forest Service felt was a lack of statutory authority to enter cooperative agreements and/or "inconsistent and uneven administrative practices throughout the country because of the lack of clear authority either to negotiate an agreement or to reimburse cooperators for work performed or for services, facilities, or equipment provided by the cooperator." (Legislative history P.C. 94-148.) It appears that one of the major considerations in passage of the bill was to enable States to make maximum use of fire crews on a year-round basis and not have to discharge them at the end of each season. Applications of the law have since been made in nonfire areas, such as youth programs and job training programs.

Executive Order 11755 - This order was signed by President Richard Nixon on December 29, 1973, and authorized the employment of non-Federal prison inmates on Federal contracts under the same terms and conditions afforded Federal prison inmates under Section 4082 of Title 18 of the United States Code. This E.O. 11755 superceded E.O. 3254 signed in 1905 by Theodore Roosevelt, which prohibited the use of inmate labor on any Federal contract.

Section 4082 allows for Federal prisoners (and also non-Federal prisoners) to work at paid employment under special conditions that protect against both exploitation of convict labor and unfair competition with free labor. E.O. 11755 further clarifies that direction by requiring that:

(1)(A) The worker is paid or is in an approved work training program on a voluntary basis;

(B) Representatives of local union central bodies or similar labor union organizations have been consulted;

(C) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(D) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(2) The Attorney General has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of this order.

Forest Service Manual Title 1800 - Human Resource Programs - This section of the Forest Service Manual outlines the basic authorities, policies, and responsibilities regarding the development and implementation of Human Resource Development programs. FSM 1817 of this manual (Hosting Non-Federal Programs) gives specific direction on programs for job skills

training, including those involving the use of prison inmate labor. The manual cites PL 94-148 as the basic authority for entering into cooperative agreements for such programs.

FSM 1818 - Hosted Annual Accomplishment Report (FS-1800-AR) - This section of the Forest Service manual directs each unit using a hosted program to report the annual accomplishments as well as other data on program participation using Form FS 1800-6. Reports are completed annually prior to November 15.

Volunteers in the National Forest Act of 1972 - This act authorizes the Forest Service to "recruit, train, and accept without regard to civil service classification laws, rules, or regulations, the services of individuals . . . as volunteers without compensation, to do resource work on the National Forest." The Forest Service is further authorized to provide for "incidental expenses such as food, housing and transportation while volunteers are working for the Government." Volunteers under this act are not considered Federal employees except for the purposes of tort claims (Title 28 of U.S. Code) and workman's compensation (Section 8101 of Title 5, U.S. Code).

Federal Grant and Cooperative Agreement Act of 1977 - This act clearly establishes the relationships between contracts, grant agreements, and cooperative agreements and how they are to be used to accomplish desired goals with the Federal Government. Specific limitations on the use of contracts, grant agreements, and cooperative agreements are spelled out in Section 6 of the Act titled "Use of Cooperative Agreements."

> Sec. 6. Each executive agency shall use a type of cooperative agreement as the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient whenever--

(1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the Federal Government; and

(2) substantial involvement is anticipated between the executive agency, acting for the Federal Government, and the State or local government or other recipient during performance of the contemplated activity. (41 U.S.C. 505)

Background Review of Active Prison Labor Programs

This section outlines background information on prison labor programs both inside and outside the State of Alaska. The focus of this review has been mainly on programs associated with National Forest activities. One reference has been made, however, to a cooperative program between the State of Alaska Division of Parks and the State of Alaska Department of Corrections.

Forest Service Use of Prison Labor in R-10 - Discussions conducted by the investigator with Forest Staff members who have spent a long time in Region 10 (Alaska Region) indicate prison labor has been used in the past. It was, however, discontinued approximately 15 to 20 years ago. No explanation was found for discontinuation of the program. There also appears to be no documentation on record as to how the program operated. Unsubstantiated information seems to indicate a combination of outside pressure from union organizations as well as internal administrative decision led to the program's end.

Various forms of alternative sentencing programs currently operate in Alaska. Under this program, persons convicted of minor crimes are sentenced by the court to a set amount of community service work in lieu of jail time. This program has been troubled with serious problems of control by the courts. Although the offenders are sentenced to community service, it has been very difficult and costly to track down and force

convicted offenders to actually follow through with the work. As a result, many don't show up for work, making it difficult to conduct scheduled projects. This program has not met with a great level of success on Forest Service projects due to this reliability factor.

Alaska State Parks Prison Labor Programs - In April 1985 the State of Alaska Department of Natural Resources and the State Department of Corrections signed a Memorandum of Understanding establishing a prison labor program on State Park lands in Alaska. Under this agreement, the Division of Parks agreed to use inmate laborers to complete needed maintenance and reconstruction work on facilities in the Anchorage and Kenai areas. Provisions in the agreement called for the Division of Parks to:

1. Set up a program of useful work projects;

2. Provide trained crew leaders to supervise inmates working on Parks projects;

3. Reimburse the prison system $5.00 per man day for each inmate worker used for Parks projects.

The Department of Corrections agreed to:

1. Provide fueled vehicles to transport workers to the job sites each day;

2. Provide necessary personal equipment for the workers, such as hard hats, rain gear, boots, and gloves;

3. Provide meals to the crews.

Projects selected for work under the program included most activities associated with campground and trail maintenance such as cleaning rest rooms, trash collections, site cleanup, brushing and clearing of trails. Key to the program was the fact that due to funding limitations in Parks budgets, most projects would not have been done to the same high standard without the prison labor. This indicates that paid workers were not displaced by the prison program.

The Alaska State Parks 1985 program was highly successful in accomplishing work objectives with a minimum of difficulties. Expansion of the program is scheduled for other State Parks units in the State during 1986 and 1987.

Forest Service Prison Labor Programs Outside Region 10 - Part of the investigator's background data collection included soliciting information from other Forest Service units on their use of prison laborers. As a first step in identifying units with existing programs, an informal telephone survey was conducted of individuals at the regional level responsible for human resource programs. Representatives of Regions 2, 4, 5, 6, 8, and 9 were contacted. Through these regional contacts, 11 National Forests were identified as currently having a prison labor program with cooperative agreements on file with their Regional Office. These Forests are listed as follows:

Pike and San Isabel N.F.'s, Colorado	R-2
Toiyabi N.F., Nevada	R-4
Uinta N.F., Utah	R-4
Angeles N.F., California	R-5
Willamette N.F., Oregon	R-6
Gifford Pinchot N.F., Washington	R-6
Kisatchie N.F., Louisiana	R-8
Talladega N.F., Alabama	R-8
Daniel Boone N.F., Kentucky	R-8
Huron Manistee N.F., Michigan	R-9
Green Mt. N.F., Vermont	R-9

This should not be considered a complete listing of all National Forests in the United States with active prison labor programs. In checking out leads on possible Forests with active programs, it became clear to the investigator that some areas are functioning under authorities which do not require Regional Forester approval. Therefore, no copy of the agreements were on file at the Regional Office.

For the purpose of this project, the Forests that were contacted provided sufficient information to serve as models in developing a program for the Ketchikan Area. Each of the 11 Forests were contacted by phone and information solicited concerning their program. The information requested included:

1. A program narrative;
2. Copies of their cooperative agreement and annual work plan;
3. Copies of their annual accomplishment reports.

In addition, general data was taken over the phone regarding their programs, including potential problems, pitfalls, successes, failures, etc.

Summary of Facts Regarding Prison Labor Programs Outside R-10 - In reviewing the 11 prison labor programs, it soon became clear the basic facts concerning them were essentially the same. The investigator has summarized them collectively.

1. All the prison labor programs were established in states which had well-established honor farm organizations. These organizations had existing organized crews doing resource work in other areas. The Forest Service had only to establish cooperative agreements to have work done on the Forests.

2. Most prison crews came as a unit with their own crew leaders. The Forest Service only provided the project and technical guidance.

3. All cooperative agreements were made under authority of PL 98-148 (Ulman Bill). Only in cases where there was a strong desire by the prison system and a long-standing working relationship between individual Forest Officers and prison officials did prison crews work for no reimbursement under volunteer agreements.

4. All units experienced initial frustration in selling their programs to higher management. Initial negative perceptions did not prove the case, and the programs have shown themselves to be very positive and cost effective.

5. Public concerns over the programs did not materialize in most cases after initiation of work. One unit did experience an appeal by organized labor citing Executive Order 11755. This appeal was denied by the Regional Forester and there have since been no problems.

6. Positive benefits to the inmates in the form of job skills training, relief from confinement and improved morale made these programs highly prized assignments. Because people volunteered to take part, the incidence of non-performance was greatly reduced.

7. Once established, the demand for crew time exceeded the available work force.

Example 1 - Las Vegas District, Toiyabe National Forest

The Toiyabe National Forest has been using prison labor crews on Forest projects since 1982 (date of latest master agreement). Crews are organized and supervised by the Nevada Division of Forestry (NDF) to perform conservation work throughout the state. The National Forest has taken advantage of the opportunity to use this work force through cooperative agreements with the NDF. The authority for these cooperative agreements comes from P.L. 94-148. When Forest Service funding was limited, the prison crews were picked up through the Forest Service Volunteer Program.

Information provided by the Las Vegas Ranger District for the 1985 project season shows prison labor crews performed work in the areas of fuels treatment, recreation enhancement, and timber management. The combined work accomplishment by prison crews under P.L. 94-148 cooperative agreements and the volunteer program had an equivalent value to the Forest Service of $83,535.00. Actual District expenditures for this work was approximately $1,000.00.

The work produced by the inmate crews was of high quality and completed in a timely manner. Problems associated with workers on the crews were minor and easily managed through the prison system. The District's responsibility was only to provide technical supervision and project guidance. The major problem experienced by the Forest Service came in effectively competing with other groups and agencies for blocks of crew time.

Example 2 - Colorado Department of Corrections

The State of Colorado passed a bill in 1981 creating a land and resource reclamation program. This program is designed to use the physical labor of inmates in the custody of the Department of Corrections. It is used

as an incentive tool for inmates in the system to demonstrate a willingness to modify their behavioral patterns, cooperate in rehabilitation, and to learn a job skill. Each correctional facility in Colorado has taken from the basic framework of the bill and adapted the points which best meet the needs of that facility. The information provided here is from the Buena Vista Correctional Facility during the 1983-84 fiscal year. This is the most recent year from which information was available.

During the FY 83-84 period, 242 inmates from the Buena Vista Facility took part in organized work activities. This was a marked improvement over the FY 81-82 and FY 82-83 programs due to a decrease in inmate turnover. During that two year period a total of 936 inmates took part in the program. Modifications in the FY 83-84 program, including better planned and stimulating projects producing useful work, resulted in fewer turnovers. Job satisfaction was a positive factor in the program's success.

The FY 83-84 program resulted in a taxpayer benefit of between $200,000.00 and $250,000.00. This was a substantial increase over the FY 82-83 program which generated only $30,000.00 in taxpayer benefit.

These figures represent total program results from which the Forest Service is only one of several program users. Also included were the:

1. Colorado State Forest Service
2. Chaffee County, Colorado
3. Town of Buena Vista, Colorado
4. Park County Extension Office; Fairplay, Colorado

The Forest Service participation in the work program was on the Leadville and Salida Ranger District of the Pike and San Isabelle National Forest. Work on these two districts represented approximately $114,875.00 in taxpayer benefits for work accomplished. Project activities included: fence construction, bridge construction, sign construction, and other unspecified projects. Both units felt the inmate program was a valuable tool and support continued active participation.

CHAPTER III

PROCEDURES

Recreation managers are faced with the everpresent need to develop and implement creative tools to accomplish annual maintenance and repair work loads. The pressure to perform has increased during recent years as budgets have decreased to meet national deficit reduction objectives. This chapter outlines the procedures conducted by the investigator to establish an inmate labor program on the Ketchikan Area as a tool to assist in recreation management activities. Included in this section is a discussion of the following items:

1. Negotiations with State prison officials;
2. Negotiations with various Forest Service officials;
3. An outline of the general program structure proposed for the Ketchikan Area;
4. Proposed Cooperative Agreement documents.

The prison labor program has not yet been tried in a field situation on the Ketchikan Area. Agreements were reached between the Misty Fiords National Monument and the Ketchikan Ranger District to test the program. At the time of this writing negotiations were underway with the State Division of Corrections to finalize a cooperative agreement. All indications were that some work would be done using prison workers during the FY 1986 field season beginning in May or early June.

Negotiations with State Prison Officials

The initial step in setting up a prison labor program on the Ketchikan Area involved posing the question to the State. Early in September 1985 the investigator met with the Superintendent of the Ketchikan Regional Jail. The purpose of the meeting was to explore possibilities for using inmate laborers to do work on Forest Service recreation projects. The response from the State was a resounding yes.

The success of the Alaska State Park's program had demonstrated the potential. Positive work programs had been accomplished using a previously unproductive population. Additionally, inmates who participated gained benefits from the program. They received education and skills training which would be useful outside the prison environment. The work provided an incentive for inmates who would otherwise be required to stay within the prison walls. The fact that meaningful work was made available to inmates was also a positive factor. Many inmates cannot find work which will qualify for the work-release programs. Finally, the Alaska prison system has been developing a prison industry program of its own as a rehabilitation tool. A work program outside the prison walls fits nicely into their institutional program.

As a result of the meeting, a tentative agreement was reached by which the prison system, through the Ketchikan Regional Jail, would take part in a cooperative program. Prison officials suggested the program structure be similar to the Alaska State Parks program.

Negotiations with Forest Service Officials

Following the discussion with the State prison officials, the investigator set up a series of meetings with local Forest Service officials to propose a prison labor program. The individuals involved in negotiations included the Forest Staff Officer for Recreation and Lands,

the Business and Finance Officer, various District Rangers, and Ranger District staff members. Unlike the local State officials, the Forest Service officials were not enthusiastic about the project. This lack of enthusiasm resulted in nearly a 3-month delay in confirming an agreement with the State to proceed with program planning.

Program concerns came from two main areas. The first area of concern came from the administration section (Business and Finance) and centered around the Federal contracting regulations as they relate to cooperative agreements, including Forest Service payments to other agencies. The second area of concern came from the District Rangers and staff members who would utilize the labor program. Their concerns centered around implementation questions, including public perceptions, liability, supervision, work accomplishments, etc.

The concerns generated by the administration section resulted in the longest time delays. When first approached with the proposal, the response was a "No, it could not be done under existing policies."

Their opinion was that using prison crews to do Forest Service projects, and paying them for their efforts, constituted a violation of contracting regulations. A cooperative agreement with provisions for payment to the prison was, in effect, a sole source contract and therefore not permissible.

This impass resulted in a great deal of time spent in researching laws, policies, and procedures in looking for an acceptable alternative authority for the prison program which did not violate the contracting regulations. The break came after talking with representatives of several other National Forests who suggested review of PL 94-148. This law provides authority for the Forest Service to enter into cooperative agreements and reimburse the cooperation for expenses. With PL 94-148 as the basic authority, Business and Finance signed off on the project.

The second area of concern was raised primarily by Ranger District staff who would be using the prison workers. Suspicions were also voiced by other Forest Service officials who heard the program proposal. Their concerns dealt with implementation of the prison program and Forest Service liability questions. An ongoing list of "what if" questions developed: "What if a prisoner walks away? What if the public doesn't like the program? What if a prisoner hurts some young volunteer on the crew? What if the work does not get done?" And so on from there.

The liability concerns are a very real problem area which has not been completely resolved. There is some question if it will ever be fully resolved. The use of prison workers on projects outside the prison walls involves an element of risk on the part of the Forest Service. The indications from other units which use this type of program were that most of the possible problems do not occur due to proper screening and management of the crews. Problems that did develop were minor and easily corrected without incident. Additionally, the Ketchikan prison officials felt the risks were within acceptable limits to allow program planning to proceed. The Forest Service has reluctantly agreed to proceed despite their continued apprehension.

After clarification of technical questions dealing with authorities,policies and acknowledging the various concerns, the investigator proceeded to negotiate work projects to test the program. Through this process two units were scheduled for testing. These were the Ketchikan Ranger District and Misty Fiords National Monument. Both units have offices in Ketchikan and thereby are near to the prison complex. Once agreement was made with the two District Rangers, approval was given to work in earnest with prison officials to proceed with developing formal cooperative agreements.

Program Structure

The proposed prison labor program for the Ketchikan Area was structured very closely to those in operation on Forest Service units in the lower 48. Simply stated, the Ketchikan Area would enter into a cooperative agreement with the Alaska Department of Corrections to host inmate labor on the National Forest. The Forest Service would provide work projects associated with the recreation and wilderness programs. Additionally, the Forest Service would provide supervisors responsible for technical direction of projects as well as crew supervision.

The Division of Corrections, through the Ketchikan Regional Jail, would provide inmate labor to make up the recreation crews. Workers who would take part in this program would be drawn from the general prison population based on the following criteria:

1. They meet a custody classification which would allow them to take part in a community work-release program;
2. They volunteer to take part in the program;
3. They pass screening interviews with the Forest Service project leader.

Crew supervision is a major difference between the Ketchikan Area Program and most other programs currently underway. Most prison labor programs working on other National Forests in the lower 48 utilized organized crews from trustee farms or camps. Honor crews from these farms or camps were organized and trained by the prison system or State conservation departments to perform resource related work. This could include fire fighting, tree planting, thinning, etc. They were mostly used for State and local projects. The Forest Service was able to take part in the program simply by establishing an agreement to reimburse the State for expenses and provide technical direction for a scheduled project.

The Alaska Department of Corrections does not operate honor camps in Southeast Alaska. They are also hampered by budget limitations which do not allow for the addition of crew leaders to do work outside the prison complex. These factors limit the program as follows:

1. Potential Forest users of prison labor crews must provide supervisors for the crews;
2. Inmates available to work on the program must qualify for a community work-release program due to the absence of organized crews.

The community work-release program is widely used by the prison system as a prerelease program to ease inmates back into normal society. Inmates who would take part in the program would be nonviolent offenders who are within a short time of release (4 to 8 months). The prison system felt the risks involved in allowing these people outside, unsupervised, was acceptable due to the high risk to individual inmates for "messing up." Inmates who create problems while on the outside stand to lose their "good time" sentence reduction and loss of privileges. A walk away would get five extra years added to his existing sentence with no good time deductions. This provides a strong incentive not to create problems.

Inmates must volunteer to take part in any labor program. With the exception of cleaning up their personal living areas, prisoners cannot be forced to do outside work. They are protected from exploitation under State Laws as well as EO 11755. Prison officials will notify qualified inmates and they, in turn, will decide for themselves if they want to take part in the program.

The Forest Service will have final approval over all inmate candidates selected for the work program. Crew supervisors will meet and interview

each potential worker. After the interviews, only those inmate candidates the supervisor feels comfortable with would be accepted on the crew.

Test projects have been set up on the Ketchikan Ranger District and Misty Fiords National Monument to evaluate the suitability of the prison labor program to the area. Projects for the Ketchikan Ranger District will include trail management work and campground/picnic area maintenance. Trail work will be done on local Ketchikan trails by a crew of five to eight workers. Workers will be picked up each morning from the prison by the Forest Service crew leader and returned after the shift each night. The prison will provide the vehicle, lunches for the crews, and personal equipment such as hard hats, boots, gloves, rain gear, etc. Campground/picnic area work will be done by one or two workers assigned to the campground maintenance leader. Crews will be picked up and returned to the prison by the Forest Sevice crew leader, as with the trail crew. The prison will provide the same equipment as for the trail crew. Projects for Misty Fiords National Monument will involve trail and cabin maintenance work. Prison workers will be integrated into a combined crew with Forest volunteers and paid employees. The Misty Fiords crew operates out of a spike camp located in Misty Fiords National Monument. Transportation will be provided to camp locations via Forest Service contract aircraft. Crew members spend as much as 4 weeks at a time in the field before returning to Ketchikan. Prison laborers on the Misty Fiords crew will be provided equipment by the prison similar to the Ketchikan Ranger District crew. In addition, the prison system will provide food and/or reimbursement for food while workers are in spike camps.

As in all situations where inmate laborers are assigned outside work, the prison system wants them to be integrated as much as possible into the regular work program. While on the job, they will not be distinguishable

from regular workers. The prison system's goal is to get the inmate laborers regular work experience they can use when they are released from jail.

The Forest Service will reimburse the State for services provided by the inmate at a rate of $3.50 per man day. Additionally, the Forest Service will reimburse the State for other specific costs of the program agreed to in an annual plan of operation. This could include but is not limited to the use of special tools, equipment, State-owned crew facilities, etc.

Proposed Cooperative Agreement Documents

A cooperative agreement and an annual work plan were developed as vehicles for the implementation of the prison labor program. Copies of the latest draft agreements are found in Appendix A of this paper. These documents have been modeled after existing working agreements from other Forest Service units. They explain in detail the responsibilities and expectations of each party to the agreement. At this time, they have not been formally approved by either the Forest Service or the Division of Corrections. They are, however, in the review and approval process and should be signed by April 1986.

CHAPTER IV

ANALYSIS OF DATA

The development of creative management tools to efficiently accomplish recreation resource objectives is clearly a need in this time of tight funding. As indicated in Chapter III, the use of a community work-release program involving inmates from the Ketchikan Regional Jail is one possible tool available to the Tongass National Forest, Ketchikan Area. This chapter analyzes the economics of this proposed program. Two cost examples are presented, one for the Misty Fiords National Monument and one for the Ketchikan Ranger District. Both cost examples were developed from actual program estimates provided by the two Districts. For comparison purposes, estimated labor expenses for prison workers were compared against actual expenses for force account and volunteer crews. Because project work using inmate crews has not yet been done on the Ketchikan Area, actual cost estimates are not available.

In the following examples, labor expenses and food expenses are the only variables. All other support expenses remain constant.

Example 1 - Misty Fiords Trail Project

Cost comparisons between force account, volunteer, and inmate labor crews were based on a 9-week project. Crews would be stationed at a spike camp location in Misty Fiords National Monument. Costs reflect only labor and support requirements. They do not reflect additional costs for trail

materials not located on the site. The cost assumes crew members will remain at the field location most of the time during the 9-week project. Only 20 man days are allowed for crew time away from the job site (in town) which requires added housing expenses for volunteer crew members.

Labor Expenses

	Force Account	Volunteer	Inmate
GG-11 Professional 10 days	$ 1,600	$ 1,600	$ 1,600
GS-7 30 days plus Overtime	3,312	3,312	3,312
GS-5 Crew Leader 50 days plus OT	4,920	4,920	4,920
GS-4 Crew (4) 180 man days plus OT	14,454	--	--
* Volunteer Crew (4) 180 man days	--	4,348	--
** Inmate Labor Crew (4) 180 man days	--	--	630
TOTAL	$24,286	$14,180	$10,462

Support and Camp Operation Costs

Training (includes faller training)	$ 800	$ 800	$ 800
Tongass Ranger boat 3 days	1,200	1,200	1,200
Food $12/day X 5 men X 54 days	3,240	3,240	*** 648
Saw Maintenance, tools, equipment	1,000	1,000	1,000
Flights 2/week to camps	7,200	7,200	7,200
Fleet Operation Rates for boats and trucks	2,000	2,000	2,000
**** Barge Camp (salt water)	8,769	8,769	8.769
TOTAL	$24,209	$24,209	$21,617
GRAND TOTAL	$48,495	$38,389	$32,079

* Volunteers are not paid; however, cost for transportation to Alaska, subsistence and housing when not in spike camps (at Ketchikan), and the expense of physical exams are costs in lieu of pay.

** $3.50/day/person for inmate labor crew.

*** Prison system provides food for inmate crews; Forest Service pays only for crew leader.

**** Selection of camp depends on trail work location. It is not affected by crew makeup. For the purpose of this example it is assumed a barge camp will be used. Other possible camp options include a lakeside tent camp for $14,371 or a midtrail tent camp for $18,791.

The use of inmate crews shows a savings of $16,416 (34%) over force account crews. This is also comparable to the savings expected over contract crews. Inmate crews show a savings of $6,310 (16%) over volunteer crews.

Example 2 - Ketchikan Ranger District Trail Maintenance

Cost comparisons between force account, volunteers, and inmate labor crews were based on a 12-week maintenance program. Crew members would be based out of Ketchikan and would commute to the job site from their primary residence. Costs reflect labor and/or volunteer support costs as well as an estimate for materials. Volunteer crew members require housing and subsistence reimbursement during the 12 weeks. Inmate laborers would return to the jail each night after work and would supply their own lunches.

Project Costs

	Force Account	Volunteer	Inmate
GS-5 Crew Leader for 16 weeks	$ 5,200	$ 5,200	$ 5,200
3 Crew members - GS-3/volunteers/inmates	9,000	* 6,500	** 630
Overhead - Fleet operation and use	1,000	1,000	1,000
Project materials and tools	10,000	10,000	10,000
TOTALS	$25,200	$22,700	$16,830

* Volunteer expenses include subsistence ($3,000), transportation round trip to Ketchikan ($2,500), and bunkhouse expenses ($1,000).

** $3.50/day/person for inmate labor.

Inmate labor crews show a savings of $8,370 (33%) over force account crews. Inmate crews show a savings of $5,870 (23%) over volunteer crews.

The foregoing examples are typical of labor intensive projects on the Ketchikan Area. It is expected that in most cases inmate labor crews will prove cost effective for paper projects. Their cost effectiveness in actual projects is yet to be determined.

CHAPTER V

SUMMARY AND CONCLUSIONS

Budget limits on the Tongass National Forest, Ketchikan Area, like other units of government, are declining. Recreation programs have been especially hard hit due to the perception that they do not bring in monetary returns to the Federal Treasury. As a result, a backlog of maintenance and repair work has developed and is growing. Many developed facilities such as trails and campgrounds have reached the point of needing complete reconstruction.

This paper has outlined the development of a proposed hosted human resource program on the Ketchikan Area. Inmate laborers from the Alaska Department of Corrections, Ketchikan Regional Jail, would be used as one possible tool to accomplish management objectives of reducing the work backlog and achieving desired cost savings.

Summary of Procedures and Findings

As the basic framework for establishing an inmate labor program, the investigator has presented the laws, authorities, and Forest Service policies which authorize such programs. Additionally, information from 11 National Forests and the State of Alaska has been collected and summarized. This has provided documentation and insight into successful inmate labor programs in other sections of the country.

A discussion of the negotiation process for development of the proposed Ketchikan Area program has been presented. It provides insight into the prework necessary for establishment of a prison labor program. Finally, a proposed test program has been outlined for use on the Tongass National Forest, Ketchikan Area. Inmates selected to take part in the test program would work on recreation restoration and maintenance projects on the Ketchikan Ranger District and Misty Fiords National Monument. Cost estimates based on anticipated program expenses indicate a 16 to 33 percent savings using prison crews in place of paid Forest Service or volunteer crews. These figures were developed from actual costs for campground maintenance and forest maintenance projects.

Conclusion

Based upon the findings and within the limitations of this study, the potential for an inmate labor program on the Ketchikan Area has been demonstrated. The collection of legal and policy information as well as technical data relating to already existing programs has been sufficient to convince management to test the program on two ranger districts. At this point, the data indicates the use of the program will prove to be a cost-effective method for the Forest Service to accomplish backlog recreation work. At the same time, positive benefits will be realized by the State Prison system as well as the inmates themselves. The State will have an additional rehabilitation tool for use in its correctional program at a minimal cost. The added morale boost to inmates should also help to ease tensions which result from long-term confinement.

The advantages to the inmates themselves are also many. They will have a job which allows them to qualify for a community work-release program. A job of any type is very hard to find by many inmates. Inmates will have

the opportunity to learn new skills or perhaps sharpen existing skills. The job will allow them to reintegrate into society. It will also provide an opportunity for prisoners to get out of the confinement of jail which is good for their overall mental health.

The public should gain on all counts. Public resources which could not be managed under existing program restraints can now be managed. The taxpayer will also receive a positive return from a social group who would normally produce nothing while in jail (Cost: $150.00 to $250.00 per day to jail one inmate).

The only thing remaining is to test the program under field conditions. This will take place during the FY-86 field season.

As a tool in itself, this paper serves as a technical data base for resource managers wishing to institute an inmate labor program on their area. The background information presented should save a great deal of time and effort researching and selling this type of program and avoid time delays which took place during the Ketchikan Area project.

Discussion and Recommendations

The use of inmate labor in accomplishing community service work is not a new concept. Examples of programs are seen all over the country. As discovered in researching this project, even the Forest Service has taken advantage of inmate labor programs. Experiences from 11 National Forests attest to its potential success.

By the nature of the work force, however, a dark cloud seems to cover these programs. It has been clear from the onset of the project that people are not comfortable with convicted criminals serving jail time doing work outside the prison walls. Manifestations of the cloud appear in many forms:

1. The lack of published reports on existing Forest Service programs despite successful application in several areas of the country.

2. The immediate negative response from potential program participants pointing to all the possible problems.

3. An uphill struggle with management obtaining approval and concurrence regarding already existing authorities.

4. Continued scepticism from field units as to how to fit the prison labor program and its workers into regular work crew programs. Can they be effectively mixed without serious conflicts?

There is no doubt a program can be set up, which on paper, will work. The real test of effectiveness will come through actual field application. Management and field organizations must proceed in a positive manner, viewing this as a real opportunity to accomplish program objectives. The problems which will develop because of the nature of the work force must not overshadow the potential gains. Only through this approach will the overall program be successful.

No discussion has been made of actual problems associated with an established program. Because no work has been done on the Ketchikan Area to date, there is no experience to draw from. A host of problem areas has been suggested and should be evaluated at a later date. These questions are summarized as follows:

1. Reactions of local labor organizations.
2. Public reactions to an active prison labor program outside the prison walls.
3. Reaction of non-inmate crew members to the mixing of inmate laborers into field crews.

4. Operation of inmate crews from spike camp locations without prison supervision.
5. Work accomplishment of inmate crews.
6. Reaction of inmates to non-inmate workers in crews.

The operation of successful prison labor programs on other Forest units suggests that the implementation questions listed, as well as others not listed, can be successfully managed. The key to successful management seems to be proper information and training prior to the start of actual field operations. This includes the public both inside and outside of the agency.

In conclusion, the following recommendations are made based on the information gathered in this report:

1. A follow-up report detailing implementation of the test program on the Ketchikan Ranger District and Misty Fiords National Monument should be completed. These findings should be attached and made part of this report.

2. The ultimate goal of the inmate labor program should be to establish organized crews from the prison system which come with their own crew leaders. This will allow more flexibility with their use and relieve continuing concerns over Forest Service responsibility for inmate actions. This will require increased effort on the part of the prison system to take a more positive role in work force organization and management.

3. This paper discusses the use of inmate laborers on recreation projects. The potential exists for a wider use of the program. Most labor intensive projects such as tree thinning, planting, wildlife habitat improvement work, road maintenance, etc. would lend themselves to this type of program.

4. Efforts should be made to coordinate the Forest Service inmate labor program with other community and State organizations such as State parks, city departments of public works, etc. By expanding the project opportunities, the uneven work schedule offered by seasonal activities can be evened out, affording full-time crew activity. This will help maintain skill levels and eliminate or reduce the need of annual retraining programs. It will also enhance the program's image to potential inmate volunteers as an ongoing opportunity.

APPENDIX A

PROPOSED COOPERATIVE AGREEMENT DOCUMENT
TONGASS NATIONAL FOREST, KETCHIKAN AREA/ALASKA DEPARTMENT OF CORRECTIONS

K86020

Participating Agreement
Between
The State of Alaska
Department of Corrections
and
USDA Forest Service, Tongass National Forest, Ketchikan Area

THIS AGREEMENT, made and entered into by and between the Department of Corrections, State of Alaska, hereinafter referred to as the STATE, and the Tongass National Forest, Ketchikan Area, Forest Service, U.S. Department of Agriculture, hereinafter referred to as the FOREST SERVICE, under the provisions of the Public Law 94-148, dated December 12, 1975, (16 USC 565).

WITNESSETH:

WHEREAS, the State of Alaska has established, maintains, and operates a Department of Corrections, and has an inmate labor force available for community work projects, and a constitutional mandate for reformation of the offender.

WHEREAS, the State of Alaska is desirous of participating in a conservation work program as a means of providing valuable job training and development programs for state adult inmates who are regarded as felony offenders; and,

WHEREAS, the State is vitally interested in the conservation of the natural resources of the United States and is desirous of lending its aid and support to the protection, development, and improvement of National Forest land within the Tongass National Forest; and,

WHEREAS, it is to the mutual benefit of the STATE and the FOREST SERVICE to assist and cooperate in a human resource training program for state prison inmates directed towards intensifying and, where possible, developing the Forest resources and doing necessary improvement work in such way as will contribute to the public welfare.

NOW THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. The STATE shall:

1. Classify and screen adult inmates eligible to perform forestry work in a community or work-camp setting either on work release or furlough status.

2. Be responsible for cost of medical care.

3. Be responsible for housing, feeding, clothing, and transportation to and from work sites for the inmates assigned

to local work projects. Additionally, provide food and/or reimbursement for inmates assigned to field camp operations.

4. When necessary and agreed upon with FOREST SERVICE, provide equipment for use on FOREST SERVICE projects on reimbursable basis. Types of equipment and use rates to be agreed upon in Annual Work and Financial Plans.

5. Bill the FOREST SERVICE monthly for service, transportation, tools and/or equipment use, and materials provided at rates established in the Annual Work and Financial Plan, itemizing such costs as necessary for FOREST SERVICE payment. Billings to be sent to:

   Forest Supervisor
   ATTN: Recreation & Lands
   Tongass National Forest
   Ketchikan Area
   Federal Building
   Ketchikan, AK 99901

6. State participation in a cooperative human resource program will be initiated by way of an "Application for Federal Assistance" Form AD-625, submitted to the address shown in Section A(5).

   Requests for Reimbursements will be on Form SF-270. (Forest Service will provide forms.)

7. At all times, have full jurisdiction over and be responsible for discipline and control of inmates assigned for FOREST SERVICE use under this Agreement.

8. In conrection with the performance of work under the Agreement, the STATE agrees not to discriminate against any inmate because of age, sex, race, religion, color, or national origin.

9. Acquaint FOREST SERVICE personnel providing crew supervision to inmates with policies of the Alaska Department of Corrections. Copies of these policies will be furnished for the FOREST SERVICE.

10. Meet the compliance requirements of Executive Order 11755.

B. <u>The FOREST SERVICE Shall</u>:

1. Assign fully qualified and experienced Forest Officers to provide the supervision on all programs undertaken within the terms of the Agreement. These Forest Officers will give specific direction as to what and how project work is to be done, provide technical advice, make necessary corrections or changes in project design, give final approval of project work before crews proceed to next job, and assure that crews are working in a safe manner and using tools correctly. Conduct safety meetings with crews. In the event that the work crews do

not produce the required amount of work, or to the Forest Service standards, or do not work in a safe manner, the Forest Officer will advise the State Prison Superintendent through a follow-up report.

2. Advise its personnel that they shall not mail or deliver letters for inmates or barter, gamble, or furnish money, alcohol, drugs, or tangible goods to any inmate or to STATE employee, nor furnish any other item or substance prohibited by the STATE.

3. Prepare annually, as of October 1, a report of inmate accomplishments on FOREST SERVICE projects during the previous fiscal year and furnish a copy of the report to the STATE.

4. Provide all essential tools, equipment, and material to conduct the project work to be performed by the inmates, except when agreed upon in advance that the STATE will furnish all or part of the tools, equipment, and material for specific projects.

5. Provide all transportation required to nonlocal work projects conducted from spike camps.

6. Pay the STATE, based on monthly billings submitted on Form SF-270, in accord with rates established in the Annual Work and Financial Plan:

   a. Cost of inmate days worked
   b. Cost for inmate transportation
   c. Other items which may be identified and agreed to in the operation and financial plan

C. It is Mutually Agreed That:

1. Work to be performed will be based on the needs of the Forest Service and will be agreed upon by both parties in the Annual Work and Financial Plan normally prepared prior to October 1, annually, for the coming year.

2. The STATE and the FOREST SERVICE will maintain all items such as tools and vehicles, which they furnish, in a safe and workable condition.

3. Any facilities or land resources developed or improved under this Agreement shall be and shall remain the property of the United States.

4. FOREST SERVICE personnel shall submit progress reports on the inmates under their supervision upon request for the STATE. The FOREST SERVICE shall not be liable for the misconduct or unauthorized absence of inmates.

5. Inmates placed under this program are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have title to any Federal benefits such as insurance, retirement, and leave. The FOREST SERVICE shall have

no responsibility for payment of expenses of inmates, for which the STATE has full and exclusive responsibility.

6. The Forest Service shall not be responsible for lost or damaged personal or State-owned property.

7. The FOREST SERVICE shall not be liable for sickness, accidents, or death of individuals engaged in any activity conducted under this Agreement.

8. Work performed under this Agreement shall not displace regular employees, impair contracts for services in existence during the course of the Agreement, exploit inmate labor or compete with free labor in the production of goods or services.

9. Nothing herein shall be construed as obligating the FOREST SERVICE to expend or as involving the United States in any contract or other obligation for the future of money in excess of appropriations authorized by law and administratively allocated for this work.

10. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

11. It is mutually agreed that the following shall be designated representatives of each party with authority to approve annual operating and financial plans.

1. For the SERVICE:

   Forest Supervisor, Tongass National Forest, Ketchikan Area

2. For the STATE:

   Superintendent, Ketchikan Correctional Center

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

Commissioner Department of Corrections	Forest Supervisor Ketchikan Area USDA Forest Service
Date	Date

Operating and Financial Plan
Supplement to Participating Agreement # K86020
Between
State of Alaska
Department of Corrections
Ketchikan Correctional Center
and
USDA Forest Service, Tongass National Forest, Ketchikan Area

This plan is for the period beginning April 1, 1987, and ending September 30, 1987, by and between the Forest Service and State of Alaska Department of Corrections, becomes a part of the participating agreement # K86020 between said parties dated _____.

A. The State agrees:

1. To furnish inmates from the Ketchikan Correctional Center in Ketchikan, Alaska, who are adequately equipped and clothed to do forestry work. Labor details will be available Monday through Friday, or as needed. Exact dates of labor details will be mutually agreed on between the State and the Forest Service. A tentative list of work projects for this fiscal year is attached to this plan as Appendix A.

2. To furnish food and/or reimbursement for inmates stationed at Forest Service field camps. Reimbursement for food will be at the cost per inmate per day in the institution. $_____.

3. To furnish the Service a signed copy of Form AD-625, "Application for Federal Assistance," prior to the start of the annual work period. (Normally October 1 of each year.)

4. To furnish the Service itemized statements on Form SF-270 at the end of each month for reimbursable expenditures. The statement should be sent to the Forest Supervisor, Tongass National Forest, Ketchikan Area, Federal Building, ATTN: Recreation & Lands, Ketchikan, Alaska 99901.

5. The statements will be in sufficient detail to allow the Service to verify these expenditures back to the work project and will be certified by the State as being current and proper.

6. To be responsible for cost of all medical care.

B. The Service agrees:

1. To provide transportation and housing for inmate workers assigned to job locations outside the local Ketchikan Area.

2. To reimburse the State on receipt of satisfactory statements of expenditures in accordance with the following schedule, but not to exceed a total of $500,000 for the period established for this plan:

Rate Schedule for Reimburseable Services
$5.00 per 8-hour inmate work day

3. To provide the superintendent of the Ketchikan Correctional Center a report on the progress of each worker from his institution. Reports will be provided at the end of each month.

4. Will report all injuries of inmate crew members to the superintendent of the Ketchikan Correctional Center at the earliest opportunity.

IN WITNESS WHEREOF, the parties hereto have executed this Operating and Financial Plan as of the last date written below.

Alaska Department of Corrections	Tongass National Forest Ketchikan Area USDA Forest Service
Date	Date

APPENDIX A

FY 1987 work projects on the Tongass National Forest, Ketchikan Area, to be completed by the Ketchikan Regional Jail work force:

Trail Maintenance - Standard and heavy maintenance work on Forest Service trails accessed by the Ketchikan local road system.

Developed Recreation Sites - Maintenance projects at the Ward Lake Recreation Area, Ketchikan Ranger District. Work items include brush control, site cleanup and repair, fire pit maintenance, toilet maintenance, road and pad repair, firewood gathering, other tasks.

Developed Recreation Areas Outside Ketchikan - Maintenance of cabins and trails on Misty Fiords National Monument.

APPENDIX B

PUBLIC LAW 94-148

Cooperative Funds and Deposits

- **Act of December 12, 1975 (P.L. 94-148, 89 Stat. 804; 16 U.S.C. 565a-1—a-3)**

Sec. 1. To facilitate the administration of the programs and activities of the Forest Service, the Secretary is authorized to negotiate and enter into cooperative agreements with public or private agencies, organizations, institutions, or persons to construct, operate, and maintain cooperative pollution abatement equipment and facilities, including sanitary landfills, water systems, and sewer systems; to engage in cooperative manpower and job training and development programs; to develop and publish cooperative environmental education and forest history materials; and to perform forestry protection, including fire protection, timber stand improvement, debris removal, and thinning of trees. The Secretary may enter into aforesaid agreements when he determines that the public interest will be benefited and that there exists a mutual interest other than monetary considerations. In such cooperative arrangements, the Secretary is authorized to advance or reimburse funds to cooperators from any Forest Service appropriation available for similar kinds of work or by furnishing or sharing materials, supplies, facilities, or equipment without regard to the provisions of the Act of January 31, 1823 (Rev. Stat. 3648, as amended; 31 U.S.C. 529), relating to the advance of public moneys. (16 U.S.C. 565a-1)

Sec. 2. In any agreement authorized by section 1, cooperators and their employees may perform cooperative work under supervision of the Forest Service in emergencies or otherwise as mutually agreed to, but shall not be deemed to be Federal employees other than for the purposes of chapter 171 of title 28, United States Code, and chapter 81 of title 5, United States Code, (16 U.S.C. 565a-2)

Sec. 3. Nothing in this Act shall be construed as limiting or modifying the authority of the Secretary to enter into cooperative agreements otherwise authorized by law. (16 U.S.C. 565a-3)

APPENDIX C

EXECUTIVE ORDER 11755

actual value of the debt obligation measured by the period remaining to its maturity and determined in accordance with the following table:

If the period remaining to maturity is:	*The tax as a percentage of actual value is:*
At least 1 year, but less than 1¼ years	0. 26 percent
At least 1¼ years, but less than 1½ years	0. 33 percent
At least 1½ years, but less than 1¾ years	0. 38 percent
At least 1¾ years, but less than 2¼ years	0. 46 percent
At least 2¼ years, but less than 2¾ years	0. 53 percent
At least 2¾ years, but less than 3½ years	0. 69 percent
At least 3½ years, but less than 4½ years	0. 89 percent
At least 4½ years, but less than 5½ years	1. 09 percent
At least 5½ years, but less than 6½ years	1. 28 percent
At least 6½ years, but less than 7½ years	1. 45 percent
At least 7½ years, but less than 8½ years	1. 53 percent
At least 8½ years, but less than 9½ years	1. 79 percent
At least 9½ years, but less than 10½ years	1. 93 percent
At least 10½ years, but less than 11½ years	2. 08 percent
At least 11½ years, but less than 13½ years	2. 28 percent
At least 13½ years, but less than 16½ years	2. 58 percent
At least 16½ years, but less than 18½ years	2. 84 percent
At least 18½ years, but less than 21½ years	3. 06 percent
At least 21½ years, but less than 23½ years	3. 26 percent
At least 23½ years, but less than 26½ years	3. 44 percent
At least 26½ years, but less than 28½ years	3. 59 percent
28½ years or more	3. 75 percent"

SEC. 2. With respect to acquisitions of stock of foreign issuers and debt obligations of foreign obligors made under the rules of a national securities exchange registered with the Securities and Exchange Commission or under the rules of the National Association of Securities Dealers, Inc., this order shall be effective for acquisitions made after December 31, 1973, but only if the trade date was after December 31, 1973. In the case of other acquisitions of stock of foreign issuers and debt obligations of foreign obligors, this order shall be effective for acquisitions made after December 31, 1973.

RICHARD NIXON

THE WHITE HOUSE,
December 26, 1973.

[redacted] • December 29, 1973

[redacted]

The development of the occupational and educational skills of prison inmates is essential to their rehabilitation and to their ability to make an effective return to free society. Meaningful employment serves to develop

those skills. It is also true, however, that care must be exercised to avoid either the exploitation of convict labor or any unfair competition between convict labor and free labor in the production of goods and services.

Under section 4082 of title 18 of the United States Code, the Attorney General is empowered to authorize Federal prisoners to work at paid employment in the community during their terms of imprisonment under conditions that protect against both the exploitation of convict labor and unfair competition with free labor.

Several states and other jurisdictions have similar laws or regulations under which individuals confined for violations of the laws of those places may be authorized to work at paid employment in the community.

Executive Order No. 325A, which was originally issued by President Theodore Roosevelt in 1905, prohibits the employment, in the performance of Federal contracts, of any person who is serving a sentence of imprisonment at hard labor imposed by a court of a State, territory, or municipality.

I have now determined that Executive Order No. 325A should be replaced with a new Executive order which would permit the employment of non-Federal prison inmates in the performance of Federal contracts under terms and conditions that are comparable to those now applicable to inmates of Federal prisons.

NOW, THEREFORE, pursuant to the authority vested in me as President of the United States, it is hereby ordered as follows:

SECTION 1. (a) All contracts involving the use of appropriated funds which shall hereafter be entered into by any department or agency of the executive branch for performance in any State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, or the Trust Territory of the Pacific Islands shall, unless otherwise provided by law, contain a stipulation forbidding in the performance of such contracts, the employment of persons undergoing sentences of imprisonment which have been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by a contractor in the performance of such contracts of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by a contractor in the performance of such contracts of persons confined for violation of the laws of any of

the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if

(1)(A) The worker is paid or is in an approved work training program on a voluntary basis;

(B) Representatives of local union central bodies or similar labor union organizations have been consulted;

(C) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(D) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(2) The Attorney General has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of this order.

(b) After notice and opportunity for hearing, the Attorney General shall revoke any such certification under section 1(a)(2) if he finds that the work-release program of the jurisdiction involved is not being conducted in conformity with the requirements of this order or with its intent or purposes.

SEC. 2. The Federal Procurement Regulations, the Armed Services Procurement Regulations, and to the extent necessary, any supplemental or comparable regulations issued by any agency of the executive branch shall be revised to reflect the policy prescribed by this order.

SEC. 3. Executive Order No. 325A is hereby superseded.

SEC 4. This order shall be effective as of January 1, 1974.

RICHARD NIXON

THE WHITE HOUSE,
December 29, 1973.

APPENDIX D

FOREST SERVICE MANUAL TITLE 1800

TITLE 1800 - HUMAN RESOURCE PROGRAMS

1816 - VOCATIONAL REHABILITATION PROGRAM (BASIC STATE PROGRAM)

1816.01 - Authority. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 795, et. seq.

1816.02 - Objective. To provide grants to States to help handicapped individuals achieve employment.

1816.04 - Responsibility. The Rehabilitation Services Administration of the Department of Education has administrative responsibility. Grantees are responsible for establishment and operation of programs.

1816.1 - Sponsorship. Program sponsors are State rehabilitation agencies, sometimes in cooperation with organizations or agencies concerned with the handicapped.

1816.2 - Description. State vocational rehabilitation agencies provide services tailored to individual needs of eligible handicapped individuals, such as diagnostic evaluation, medical treatment, vocational training, job placement, and other services necessary for rehabilitation.

1816.3 - Participation by Forest Service. The Forest Service may participate in on-the-job training programs and special projects to provide work experience in recreation, conservation, maintenance, or restoration of natural resource areas.

1817 - HOSTING NON-FEDERAL PROGRAMS. The Forest Service may host alternative work, work release for youth and adult offenders, work experience, and school credit programs funded by State or local governments. Work experience programs sponsored by Native American reservation administrative councils and non-reservation entities often need public work positions for individuals or groups for varying lengths of time. Contact agencies or subcontractor program operators to determine the feasibility of hosting program participants.

Execute written agreements before hosting participants in non-Federal programs that describe the work to be accomplished and what each party will provide. Unless specific Federal statutory authority exists, use P.L. 94-148, Forest Service Programs Cooperative Agreement Act, (16 U.S.C.

565a-1). This authority permits the Forest Service to enter into participating agreements with organizations to carry out programs on National Forests that provide training and employment for enrollees while carrying out necessary resource management activities (FSH 1509.11, ch. 80). To use this authority, the following conditions must exist: (1) the program must be mutually beneficial to the Forest Service and to the program sponsor; and (2) the program should provide training and employment opportunities for its enrollees. Under this authority, the Forest Service may reimburse the sponsor for such items as cost of labor provided on National Forest lands, enrollee transportation costs, tools and equipment, and the cost of materials provided by the sponsor.

1818 - HOSTED ANNUAL ACCOMPLISHMENT REPORT (FS-1800-AR). By November 15 of each year, Regions, Stations, and the Area Office shall report to the Chief the number, sex, and ethnic background of hosted participants as well as hosted accomplishments in terms of person-years and value of work performed for the previous fiscal year.

Use Form FS-1800-16, Human Resource Accomplishment Report, for reporting participation in the hosted programs following instructions on the back of the form. Include significant events in the program-year (FSM 1806) in the narrative report; summarize noteworthy accomplishments and significant actions and events during the year. Also, where appropriate, include relevant press clippings and photographs describing the programs.

APPENDIX E

VOLUNTEERS IN THE NATIONAL FOREST ACT OF 1972

Volunteers in the National Forests Act of 1972

- Act of May 18, 1972 (P.L. 92-300, 86 Stat. 147; 16 U.S.C. 558a(note), 558a-558d, 558d)

Sec. 1. The Secretary of Agriculture (hereinafter referred to as the "Secretary") is authorized to recruit, train, and accept without regard to the civil service classification laws, rules, or regulations the services of individuals without compensation as volunteers for or in aid of interpretive functions, visitor services, conservation measures and development, or other activities in and related to areas administered by the Secretary through the Forest Service. In carrying out this section, the Secretary shall consider referrals of prospective volunteers made by ACTION. (16 U.S.C. 558a)

Sec. 2. The Secretary is authorized to provide for incidental expenses, such as transportation, uniforms, lodging, and subsistence. (16 U.S.C. 558b)

Sec. 3. (a) Except as otherwise provided in this section, a volunteer shall not be deemed a Federal employee and shall not be subject to the provisions of law relating to Federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits.

(b) For the purpose of the tort claim provisions of title 28 of the United Stated Code, a volunteer under this Act shall be considered a Federal employee.

(c) For the purposes of subchapter I of chapter 81 of title 5 of the United States Code, relating to compensation to Federal employees for work injuries, volunteers under this Act shall be deemed civil employees of the United States within the meaning of the term "employee" as defined in section 8101 of title 5, United States Code, and the provisions of that subchapter shall apply. (16 U.S.C. 558c)

Sec. 4. There are authorized to be appropriated such sums as may be necessary to carry out the provisions of this Act. (16 U.S.C. 558d)

Sec. 5. This Act may be cited as the "Volunteers in the National Forests Act of 1972". (16 U.S.C. 558a(note))

NOTE.--The Act of June 5, 1978, amended the original act to remove the $100,000 authorization limit, effective October 1, 1978.

APPENDIX F

FEDERAL GRANT AND COOPERATIVE AGREEMENT ACT OF 1977

Federal Grant and Cooperative Agreement Act of 1977

• Act of February 3, 1978 (P.L. 95-224, 92 Stat. 3; 41 U.S.C 501(note), 501-509)

* * * * * * *

FINDINGS AND PURPOSE

Sec. 2. (a) The Congress finds that--

(1) there is a need to distinguish Federal assistance relationships from Federal procurement relationships and thereby to standardize usage and clarify the meaning of the legal instruments which reflect such relationships;

(2) uncertainty as to the meaning of such terms as "contract", "grant", and "cooperative agreement" and the relationships they reflect causes operational inconsistencies, confusion, inefficiency, and waste for recipients of awards as well as for executive agencies; and

(3) the Commission on Government Procurement has documented these findings and concluded that a reduction of the existing inconsistencies, confusion, inefficiency, and waste is feasible and necessary through legislative action.

(b) The purposes of this Act are--

(1) to characterize the relationship between the Federal Government and contractors, State and local governments, and other recipients in the acquisition of property and services and in the furnishing of assistance by the Federal Government so as to promote a better understanding of Federal spending and help eliminate unnecessary administrative requirements on recipients of Federal awards;

(2) to establish Government-wide criteria for selection of appropriate legal instruments to achieve uniformity in the use by the executive agencies of such instruments, a clear definition of the relationships they reflect, and a better understanding of the responsibilities of the parties;

(3) to promote increased discipline in the selection and use of types of contracts, grant agreements, and cooperative agreements and to maximize competition in the award of contracts and encourage competition, where deemed appropriate, in the award of grants and cooperative agreements; and

(4) to require a study of the relationship between the Federal Government and grantees and other recipients in

Federal assistance programs and the feasibility of developing a comprehensive system of guidelines for the use of grant and cooperative agreements, and other forms of Federal assistance in carrying out such programs. (41 U.S.C. 501)

DEFINITIONS

Sec. 3. As used in this Act, the term--

(1) "State government" means any of the several states of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, any agency or instrumentality of a State, and any multi-State, regional, or interstate entity which has governmental functions;

(2) "local government" means any unit of government within a State, a county, municipality, city, town, township, local public authority, special district, intrastate district, council of governments, sponsor group representative organization, other interstate government entity, or any other instrumentality of a local government;

(3) "other recipient" means any person or recipient other than a State or local government who is authorized to receive Federal assistance or procurement contracts and includes any charitable or educational institution;

(4) "executive agency" means any executive department as defined in section 101 of title 5, United States Code, a military department as defined in section 102 of title 5, United States Code, an independent establishment as defined in section 104 of title 5, United States Code (except that it shall not include the General Accounting Office), a wholly owned Government corporation; and

(5) "grant or cooperative agreement" does not include any agreement under which only direct Federal cash assistance to individuals, a subsidy, a loan, a loan guarantee, or insurance is provided. (41 U.S.C. 502)

USE OF CONTRACTS

Sec. 4. Each executive agency shall use a type of procurement contract as the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient--

(1) whenever the principal purpose of the instrument is the acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the Federal Government; or

(2) whenever an executive agency determines in a specific instance that the use of a type of procurement contract is appropriate. (41 U.S.C. 503)

USE OF GRANT AGREEMENTS

Sec. 5. Each executive agency shall use a type of grant agreement as the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient whenever--

(1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient in order to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the Federal Government; and

(2) no substantial involvement is anticipated between the executive agency, acting for the Federal Government, and the State or local government or other recipient during performance of the contemplated activity. (41 U.S.C. 504)

USE OF COOPERATIVE AGREEMENTS

Sec. 6. Each executive agency shall use a type of cooperative agreement as the legal instrument reflecting a relationship between the Federal Government and a State or local government or other recipient whenever--

(1) the principal purpose of the relationship is the transfer of money, property, services, or anything of value to the State or local government or other recipient to accomplish a public purpose of support or stimulation authorized by Federal statute, rather than acquisition, by purchase, lease, or barter, of property or services for the direct benefit or use of the Federal Government; and

(2) substantial involvement is anticipated between the executive agency, acting for the Federal Government, and the State or local government or other recipient during performance of the contemplated activity. (41 U.S.C. 505)

AUTHORIZATIONS

Sec. 7. (a) Notwithstanding any other provision of law, each executive agency authorized by law to enter into contracts, grant or cooperative agreements, or similar arrangements is authorized and directed to enter into and use types of contracts, grant agreements, or cooperative agreements as required by this Act.

(b) The authority to make contracts, grants, and cooperative agreements for the conduct of basic or applied scientific research at nonprofit institutions of higher education, or at nonprofit organizations whose primary purpose is the conduct of scientific research shall include discretionary authority, when it is deemed by the head of the executive agency to be in furtherance of the objectives of the agency, interest in such institutions or

organizations, without further obligation to the Government, or on such other terms and conditions as deemed appropriate, title to equipment or other tangible personal property purchased with such funds. (41 U.S.C. 506)

STUDY OF FEDERAL ASSISTANCE PROGRAMS

Sec. 8. The Director of the Office of Management and Budget, in cooperation with the executive agencies, shall undertake a study to develop a better understanding of alternative means of implementing Federal assistance programs, and to determine the feasibility of developing a comprehensive system of guidance for Federal assistance programs. Such study shall include a thorough consideration of the findings and recommendations of the Commission on Government Procurement relating to the feasibility of developing such a system. The Director shall consult with and to the extent practicable, involve representatives of the executive agencies, the Congress, the General Accounting Office, and State and local governments, other recipients and other interested members of the public. The result of the study shall be reported to the Committee on Government Operations of the House of Representatives and the Committee on Governmental Affairs of the Senate at the earliest practicable date, but in no event later than two years after the date of enactment of this Act. The report on the study shall include (1) detailed descriptions of the alternative means of implementing Federal assistance programs and of the circumstances in which the use of each appears to be most desirable, (2) detailed descriptions of the basic characteristics and an outline of such comprehensive system of guidance for Federal assistance programs, the development of which may be determined feasible, and (3) recommendations concerning arrangements to proceed with the full development of such comprehensive system of guidance and for such administrative or statutory changes, including changes in the provisions of sections 3 through 7 of this Act, as may be deemed appropriate on the basis of the findings of the study. (41 U.S.C. 507)

GUIDELINES

Sec. 9. The Director of the Office of Management and Budget is authorized to issue supplementary interpretative guidelines to promote consistent and efficent use of contract, grants agreement, and cooperative agreements as defined in this Act. (42 U.S.C. 508)

REPEALS AND SAVINGS PROVISIONS

Sec. 10. (a) The Act entitled "An Act to authorize the expenditure of funds through grants for support of

scientific research, and for other purposes", approved September 6, 1958 (72 Stat. 1793; 42 U.S.C. 1891 and 1892), is repealed, effective one year after the date of enactment of this Act.

(b) Nothing in this Act shall be construed to render void or voidable any existing contract, grant, cooperative agreement, or other contract, grant or cooperative agreement entered into up to one year after the date of enactment of this Act. (41 U.S.C. 501(note))

(c) Nothing in this Act shall require the establishment of a single relationship between the Federal Government and a State or local government or other recipient on a jointly funded project, involving funds from more than one progra or appropriation where different relationships would otherwise be appropriate for different components of the project. (41 U.S.C. 509)

(d) The Director of the Office of Management and Budget may except individual transactions or programs of any executive agency from the application of the provisions of this Act. This authority shall expire one year after receipt by the Congress of the study provided for in section 8 of this Act. (41 U.S.C. 501(note))

APPENDIX G

SAMPLE COOPERATIVE AGREEMENT FROM REGIONS, 9, 6, AND 4, AND THE ALASKA STATE PARKS

HUMAN RESOURCE AGREEMENT

BETWEEN

STATE OF MICHIGAN
DEPARTMENT OF CORRECTIONS

AND

HURON-MANISTEE NATIONAL FOREST, USDA FOREST SERVICE

THIS AGREEMENT, made and entered into by and between the State of Michigan, hereinafter referred to as the STATE, and the Huron-Manistee National Forest, Forest Service, U. S. Department of Agriculture, hereinafter referred to as the FOREST SERVICE, under the provisions of the Public Law 94-148, dated December 12, 1975, (16 USC 565a-1) and Executive Order 11755.

WITNESSETH:

WHEREAS, the State of Michigan has established, maintains, and operates a Department of Corrections; and,

WHEREAS, the State of Michigan is desirous of participating in a conservation work program as a means of providing healthful, wholesome and educational outdoor activity, valuable job training, and development programs for State inmates who are regarded as felony offenders; and,

WHEREAS, the State of Michigan has given to the Department of Corrections - Corrections Camp Program the responsibility for administering the aforementioned conservation work program; and,

WHEREAS, the STATE is vitally interested in the conservation of the natural resources of the United States, and is desirous of lending its aid and support to the protection, development and improvement of National Forest land within the Huron-Manistee National Forest; and,

WHEREAS, it is to the mutual benefit of the STATE and the FOREST SERVICE to assist and cooperate in a program of intensifying and, where possible, developing the Forest resources and doing necessary improvement work in such ways as will contribute to the public welfare.

NOW THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. The STATE Shall:

1. Furnish inmates from the Michigan State prison System, adequately trained, equipped, and clothed to do forestry work. Inmates will be selected from those who request, on a voluntary basis, to be assigned to such forestry work. Labor details may be available for 8 hours a day, including travel time, Monday through Friday, or 40 hours a week or as otherwise provided in the Annual Work and Financial Plan.

2. Provide all necessary medical attention, including first aid on the work projects, and shall provide the FOREST SERVICE written instructions outlining the procedure that the STATE desires to have followed in case of serious injury to or illness of inmates while on work projects.

3. Be responsible for housing, feeding, clothing, and transportation to and from work sites for the inmates.

4. When necessary and agreed upon with FOREST SERVICE, provide eqipment for use on FOREST SERVICE projects on reimbursable basis. Types of equipment and use rates to be agreed upon in Annual Work and Financial Plans.

5. Bill the FOREST SERVICE monthly for service, transportation, tools, and/or equipment use and materials provided at rates established in the Annual Work and Financial plan, itemizing such costs as necessary for FOREST SERVICE payment. Billings to be sent to:

Forest Supervisor
Huron-Manistee National Forest
421 S. Mitchell St.
Cadillac, Michigan 49601

6. At all times, have full jurisdiction over and be responsible for discipline and control of inmates assigned for FOREST SERVICE use under this Agreement; will provide the necessary security personnel to accompany crews while on project work.

7. Instruct STATE Work Supervisors that they shall receive from the FOREST SERVICE the designation of work to be done and the name of the FOREST SERVICE foreman under whose technical direction the work is to be done.

8. In connection with the performance of work under the Agreement, the STATE agrees not to discriminate against any inmate because of age, sex, race, religion, color or national origin.

9. Acquaint FOREST SERVICE personnel providing technical assistance to inmates with policies of the Michigan Department of Corrections. Copies of these policies will be furnished the FOREST SERVICE.

10. Meet the compliance requirements of Executive Order 11755.

B. The FOREST SERVICE Shall:

1. Assign fully qualified and experienced Forest Officers to provide the technical direction for STATE Work Supervisors on all programs undertaken within the terms of this Agreement. These Forest Officers will give specific direction as to what and how project work is to be done, provide technical advice, make necessary corrections or changes in project design, give final approval of project work before crews proceed to next job, and assure that crews are working in a safe manner and using tools correctly. Conduct safety meetings with crews. In the event that the work crews do not produce the required amount of work, or to the FOREST SERVICE standards, or do not work in a safe manner, the Forest Officer will advise the STATE Work Supervisor with a follow-up report to the STATE Camp Supervisor.

2. Advise its personnel that they shall not mail or deliver letters for inmates or barter, gamble, or furnish money, alcohol, drugs, or tangible goods to any inmate or to STATE employee, nor furnish any other item or substance prohibited by the STATE.

3. Prepare annually, as of October 1, a report of inmate accomplishments on FOREST SERVICE projects during the previous fiscal year and furnish a copy of the report to the STATE.

4. Provide all essential tools, equipment and material to conduct the project work to be performed by the inmates, except when agreed upon in advance that the STATE will furnish all or part of the tools, equipment and material for specific projects.

5. Pay the STATE, based on monthly billings, in accord with rates established in the Annual Work and Financial Plan:

a. Cost of inmate days worked
b. Cost for inmate transportation
c. Cost for tools or equipment use
d. Cost of materials furnished

C. It is Mutually Agreed That:

1. Work to be performed will be based on the needs of the FOREST SERVICE and will be agreed upon by both parties in the Annual Work and Financial Plan normally prepared prior to October 1, annually, for the coming year.

2. The STATE and the FOREST SERVICE will maintain all items such as tools and vehicles, which they furnish, in a safe and workable condition.

3. Any facilities or land resources developed or improved under this Agreement shall be and remain the property of the United States.

4. FOREST SERVICE personnel shall submit progress reports on the inmates under their technical administration upon request for the STATE. The FOREST SERVICE shall not be liable for the misconduct or unauthorized absence of inmates.

5. Inmates placed under this program are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have title to any Federal benefits such as insurance, retirement, and leave. The FOREST SERVICE shall have no responsibility for payment of expenses of inmates, for which the STATE has full and exclusive responsibility.

6. The FOREST SERVICE shall not be liable for sickness, accidents, or death of individuals engaged in any activity conducted under this Agreement, unless caused by the negligence of the United States.

7. Work performed under this Agreement shall not displace regular employees, impair contracts for services in existence during the course of the agreement, exploit inmate labor or compete with free labor in the production of goods or services.

8. Nothing herein shall be construed as obligating the FOREST SERVICE to expend or as involving the United States in any contract or other obligation for the future of money in excess of appropriations authorized by law and administratively allocated for this work.

9. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

(Signature)
Dep. Director, Michigan Department of Corrections

12-10-82
Date

Wayne K. Mann
Forest Supervisor
Huron-Manistee National Forest
USDA, Forest Service

November 2, 1982
Date

K904-CP-86-001

Operating and Financial Plan
Reimbursable Services Requested by Forest Service

State of Michigan
Department of Corrections
Camp Sauble Corrections Camp
Free Soil, Michigan 49411
F.Y. 1986

This plan is for the period beginning October 1, 1985, and ending September 30, 1986, by and between the Forest Service and State of Michigan Department of Corrections, becomes a part of the agreement between said parties dated November 2, 1982.

A. The State agrees:

1. To furnish inmates from the Camp Sauble Corrections Camp at Free Soil, Michigan, who are adequately trained, equipped, and clothed to do forestry work. Labor details will be available Monday through Firday. Exact dates of labor details will be mutually agreed on between the State and the Forest Service. A tentative list of work projects for this fiscal year is attached to this plan as Appendix A.

2. To furnish the Service itemized statements at the end of each month for reimbursable expenditures. The statement should be sent to the District Ranger, USDA - Forest Service, 1658 Manistee Highway, Manistee, Michigan 49660.

3. The statements will be in sufficient detail to allow the Service to tie these expenditures back to the work project and will be certified by the State as being current and proper.

B. The Service agrees:

1. To loan the State equipment as needed and when mutually agreed to. While in the possession of the State, maintenance of this equipment will be the responsibility of the State and it will be returned in the same condition as taken.

2. To reimburse the State on receipt of satisfactory statements of expenditures in accordance with the following schedule, but not to exceed a total of $6,000 for the period established for this plan:

Rate Schedule for Reimbursable Services

$2.50 per 8 hour inmate work day

C. It is mutually agreed that the following shall be the designated representatives of each party:

1. For the Service:

   Russell M. Carrigus, Manistee R.D.

   Larry A. Jarvinen, Manistee R.D. (Alternate)

2. For the State:

   Stan Adams, Camp Sauble Supervisor

IN WITNESS WHEREOF, the parties hereto have executed this Operating and Financial Plan as of the last date written below.

Stanley C. Adams
Michigan Department of Corrections

11/21/85.
Date

L M Carrigus
Huron-Manistee National Forests
USDA - Forest Service

11/22/85
Date

APPENDIX A

FY 1986 work projects on the Manistee Ranger District to be completed by the Camp Sauble Corrections Camp:

- Nordhouse Dunes Trail System - Maintain 9.8 miles of hiking trails.

- Developed Recreation Areas - Refinish tables, prune dead tree limbs, remove ashes from fire rings, raise fire rings and install gravel, replace damaged barrier posts and install gravel on edges of paved spurs.

- Wildlife Management - Release swamp conifers and brush out wildlife openings.

- Snowmobile Trails - Remove encroaching brush and overhanging limbs along designated snowmobile trails.

- North Country Trail - Construct 9 miles of the trail and maintain the existing 20 miles of the trail according to standards provided by the U.S. Forest Service.

United States Department of Agriculture | Forest Service | RO

To 1810 HRP - Hosted Programs

Date April 30, 1985

Subject Agreement with State of Washington
Department of Natural Resources (DNR)

To Forest Supervisors, Colville, Gifford Pinchot,
Mt. Baker-Snoqualmie, Okanogan, Olympic, and Wenatchee NF's

Enclosed for your use is a signed agreement between the State of Washington, Department of Natural Resources (DNR) and the USDA-Forest Service which provides developmental training, work experience, emergency fire suppression work, and a small stipend to inmates from Washington State correctional institutions.

It may be necessary for you to develop a supplement to this agreement to address specific areas unique to your situation. It should be pointed out that this agreement is unusual to the degree that the Forest Service is cooperating through this agreement with DNR, who in turn have entered an Agreement with Washington State Department of Corrections (DOC).

Please direct your questions or inquiries to Pat McCarthy, (503) 221-5504, or Ron Greenwald, (503) 221-3594.

Ronald F Greenwald

RONALD F. GREENWALD
Group Leader, Human Resource Programs

Enclosure

AGREEMENT

BETWEEN

THE UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE, REGION 6

and

THE STATE OF WASHINGTON

DEPARTMENT OF NATURAL RESOURCES

This Agreement, made and entered into this _____ day of _____, 1984 between the State of Washington, Department of Natural Resources, hereinafter known as DNR, and the USDA-Forest Service, acting by and through the Regional Forester, Region 6, hereinafter known as USFS, for the purpose of providing training, routine work experience, and emergency fire suppression work for inmates under the direction of DNR honor camp superintendents. The inmates' participation in a production-oriented daily work program in which they learn useful skills also helps prepare them for the transition from institutional custody to a free society. This agreement is made under the authority of RCW 72.64.060 and PL94-148.

The parties hereto recognize that inmates are provided by the State of Washington, Department of Corrections, hereinafter known as DOC, for DNR crews pursuant to an agreement dated February 6, 1984. Both parties recognize that DNR's duties under this agreement are subject to the provisions of that agreement.

The objective of the DOC is to enhance the rehabilitation of inmates by placing them in an environment where productive work and the development of good work habits is shown to be of value. A corollary objective is the acquisition of job skills provided by specific work projects. The objective of the USFS is to accomplish high priority unfunded work projects on National Forest lands which are essential to the proper protection and management of such lands.

To these ends the following terms and conditions are agreed to:

I. The DNR agrees, subject to the provisions of the DOC-DNR February 6, 1984, agreement:

1. To provide crew supervisors and inmate crews in numbers agreed upon and to assure continuity of service and availability of work crews to the extent practical and possible.

2. To provide sack lunches to inmate crews leaving correction centers for work sites, or for the first meal when assigned to emergency fire suppression duty.

3. To provide clothing to inmates which is appropriate to the season and to the job to be performed. Caulk boots will not be provided to the inmates.

4. To bill the USFS quarterly, except monthly billing may occur just prior to the end of either the DNR or USFS fiscal years, as provided in Section II, Paragraphs 2 and 3 of this Agreement for inmate, supervisory, and transportation costs on work projects provided by the USFS. Billings will include total work hours of labor, per person, for the use of inmate crews. All billings submitted to the USFS will provide an itemized listing of billed costs.

5. To confer with DOC personnel on the determination of the number of correctional officers needed to accompany inmates dispatched to project fires. The DOC will assign correctional officer personnel to accompany fire crews based on the number of crews used by the DNR.

6. To provide transportation from permanent camps for inmate crews to and from project work sites.

7. To provide standard hand tools and a sufficient number of chain saws required for field project tasks.

II. The USFS agrees:

1. That sanitation and upkeep at fire camps will be the responsibility of the USFS when such camps are for National Forest purposes. This will include water supplies and sanitation facilities which meet minimum standards established by the Washington State Department of Labor and Industries and appropriate County Health Department Standards. Inmates may be used to perform miscellaneous camp duties which will include maintenance at facilities.

2. To pay to the DNR $1.70 per hour per inmate used on work projects on National Forest lands. The DNR reimbursement will increase to $2.10 per hour when working on fire suppression projects. These rates will be reviewed prior to March 1st of each year and renegotiated if necessary. To pay to the DNR the actual costs of each crew supervisor, liaison, and the costs of transportation to and from the work site.

$1.70 Per Hour Cost Itemization

*Inmate Pay	14%
DNR Camp Superintendents and Assistants	36%
Supplies and Materials	6%
Small Motored Equipment	10%
Inmate Labor and Industries Insurance	5%
Non-Specific Crew Supervisor Time	8%
Others (Communications, Utilities, Personnel Services, Purchased Services, Office Supplies, Miscellaneous Travel, etc.	21%

*Inmate pay increases by $.40 per hour on fire-related work. Basic pay is $.25 per hour and fire pay is $.65 per hour.

3. To bear the cost of custody for inmates while assigned to fire suppression duties to the extent that extra custody cost is required while inmates are away from the honor camp. Extra custody costs will be the actual costs incurred by the DOC to provide custodial care for inmates while on a fire suppression project.

4. To provide separate bedding areas for inmates in fire camp to facilitate control over the inmates by custodial personnel.

5. To request approval from the DOC through the DNR representative prior to transporting any inmate, by plane or helicopter and further agrees not to take any inmate outside the State of Washington.

6. To furnish the DNR with a written set of project plans and specifications and an on-site briefing prior to the initiation of work on any project. In addition, for each project the USFS will designate a field representative for whose duty will be to provide technical support and advice to the DNR work supervisor.

III. Both parties agree:

1. That the coordination and scheduling of inmate crews working on National Forest will be the responsibility of the DNR in cooperation with the DOC.

2. That the DOC will be responsible for the custody and security of the inmates at all times. If an inmate leaves a crew while working, the DNR has no responsibility other than to report the escape.

3. That inmates used by the USFS who are injured in the course of their employment on National Forest work projects will be provided all necessary medical treatment. The DOC will determine the disposition of injured inmates.

4. That costs of custody and security will be borne by the DOC, except that the cost of custody for inmates when away from permanent honor camps and assigned to fire suppression or in fire camps will be borne by the USFS to the extent that extra custody cost is necessary.

5. That USFS requests for inmate crews will be made to the appropriate area office of the DNR. Inmate crews will be dispatched to project fires subject to availability. Dispatch authority rests with the DNR Olympia Dispatcher. The Area office will confer with DOC personnel on dispatch of inmate crews. Such requests will come from the Forest Supervisor's office at the National Forest requesting inmate help. Local agreements will be drawn up between Forests and the DNR Area office, covering specific work projects and conditions pertaining thereto. Such agreements must be in context with this, the parent Agreement.

6. That, except for fire suppression or other emergency situations, requests for inmate crews should be based on an orderly plan of work and should be made as far in advance as possible in order to facilitate orderly scheduling and planning on the part of all parties involved.

7. Not to use inmates on any work project which would result in the displacement of employed workers or in the impairment of existing contracts for services.

8. To observe a 40-hour work week consisting of five 8-hour days. A four, 10-hour day schedule may be approved jointly by DNR, DOC, and USFS. Departure from this schedule may be made for fire suppression or other emergencies creating an unforeseen workload.

9. To use inmate crews for work projects only on publicly-owned projects or facilities, except that they may be used anywhere in the State of Washington, in the event of an emergency involving threat of injury, loss of life, or damage to property. Inmates will not work on public roads other than access roads to forest lands. Such emergencies include, but are not limited to fires, storms, or other natural disasters. The DOC will be contacted by DNR prior to commitment of inmate crews.

10. Inmates, working on a USFS work requested project, will not be considered Federal Employees for any reason.

11. Nothing in this agreement shall be construed to require DNR to expend funds in excess of those appropriated by their respective legislatures.

12. No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

13. To carry out this Agreement so there shall be no discrimination against any person because of race, creed, color, religion, national origin, or sex.

14. This agreement shall also be subject to the following procedures:

DNR PROCEDURES FOR USING RESIDENTS OF ADULT CAMPS
ON LOCAL AND PROJECT FIRES

A. On project fires, final authority for operations shall rest with the Incident Commander while final authority for the welfare of all inmates will rest with the DOC supervisory staff person in charge. DNR crew supervisors and DOC staff will operate within this framework of authority and will cooperate and assist one another in the total operation. Should problems arise in relation to the welfare of the inmates and/or fire operations, the appropriate DOC and DNR corrections personnel shall consult with the Incident Commander to solve the problem.

B. Interspersing inmate crews with civilian crews on the fireline is permitted provided the crew supervisor is aware of the situation at all times. Intermingling of inmates in Project Fire Camp with civilians, or inmates from another Correction Center, will occur only as necessary at meal times.

C. DNR may provide additional supervision of inmates at mealtimes, bathing times and, as requested, for transportation to and from same.

D. DOC will provide correctional staff to supervise inmates while off the fireline as required by law and to assume full jurisdiction at all times over the control of such inmates. Likewise, DOC staff will have complete responsibility for escape or serious breach of discipline.

E. The USFS staff, in cooperation with DNR and DOC staff, is responsible to see that the Project Fire Camp area is kept free of contraband. Alcoholic beverages, controlled substances and firearms will not be brought into the area.

F. All vehicles parked in authorized parking areas must be locked and the key removed.

15. Amendments to this Agreement may be made at any time upon mutual agreement.

16. This Agreement shall remain in continuous effect unless cancelled by either party upon ninety (90) days written notice, or sooner by mutual agreement.

[signature]	4/25/85	[signature]	4-25-85
Regional Forester, USFS	Date	Supervisor, DNR	Date

FCA110

NOT

COOPERATIVE AGREEMENT

BETWEEN

NEVADA DIVISION OF FORESTRY

AND

TOIYABE NATIONAL FOREST, USDA FOREST SERVICE

Need PC for 9/1 annually (See page 3 done JW

THIS AGREEMENT, made and entered into by and between the Nevada Division of Forestry. hereinafter referred to as the STATE, and the Toiyabe National Forest Forest Service, U.S. Department of Agriculture, hereinafter referred to as the FOREST SERVICE, under the provisions of the Public Law 94-148, dated December 12, 1975, (16 USC 565).

WITNESSETH:

WHEREAS, the State of Nevada has established, maintains. and operates a Department of Corrections; and,

WHEREAS, the State of Nevada is desirous of participating in a conservation work program as a means of providing healthful, wholesome, and educational outdoor activity, valuable job training, and development programs for State adult inmates who are regarded as felony offenders; and,

WHEREAS, the State of Nevada has given to the State Forester, Nevada Division of Forestry the responsibility for administering the aforementioned conservation work program; and,

WHEREAS, the STATE is vitally interested in the conservation of the natural resources of the United States and is desirous of lending its aid and support to the protection, development, and improvement of National Forest land within the Toiyabe National Forest; and,

WHEREAS, it is to the mutual benefit of the STATE and the FOREST SERVICE to assist and cooperate in a program of intensifying and, where possible, developing the Forest resources and doing necessary improvement work in such way as will contribute to the public welfare.

NOW THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. The STATE Shall:

1. Furnish adult inmates from the Nevada State Prison System, adequately trained, equipped, and clothed to do Forestry work. Inmates will be selected from those who request, on a voluntary basis, to be assigned to such Forestry work. Labor details may be available for 8 hours a day, including travel time, Monday through Friday, or 40 hours a week or as otherwise provided in the Annual Work and Financial Plan.

2. Provide all necessary medical attention including first aid on the work projects and shall provide the FOREST SERVICE written instructions outlining the procedure that the STATE desires to have followed in case of serious injury to or illness of inmates while on work projects.

3. Be responsible for housing, feeding, clothing and transportation to and from work sites for the inmates.

4. When necessary and agreed upon with FOREST SERVICE, provide equipment for use on FOREST SERVICE projects on reimbursable basis. Types of equipment and use rates to be agreed upon in Annual Work and Financial Plan.

5. Bill the FOREST SERVICE monthly for service, transportation, tool, and/or equipment use and materials provided at rates established in the Annual Work and Financial Plan, itemizing such costs as necessary for FOREST SERVICE payment. Billing to be sent to:

Forest Supervisor
Toiyabe National Forest
111 N. Virginia St., Rm. 601
Reno, NV 89501

6. During working hours, have responsibility for supervision of inmates for completion of assigned work projects. Supervision of inmates is to be interpreted as meaning that the Crew Foreman is responsible for keeping inmate workers under as close observation as possible at all times, and to immediately notify the Division of Forestry Dispatcher by radio if an inmate is missing from his work area. Responsibility for restraint of or retaking of escaped inmates is the responsibility of the Department of Prisons.

7. Instruct STATE Work Supervisors that they shall receive from the FOREST SERVICE the designation of the work to be done and the name of the FOREST SERVICE foreman under whose technical direction the work is to be done.

8. In connection with the performance of work under the Agreement, the STATE agrees not to discriminate against any inmate because of age, sex, race, religion, color, or national origin.

9. Acquaint FOREST SERVICE personnel providing technical assistance to inmates with policies of the Nevada Department of Prisons. Copies of these policies will be furnished the FOREST SERVICE.

B. <u>The FOREST SERVICE Shall</u>:

1. Assign fully qualified and experienced Forest Officers to provide the technical direction for STATE work supervisors on all programs undertaken within the terms of this Agreement. These Forest Officers will give specific direction as to what and how project work is to be done, provide technical advice, make necessary corrections or changes in project design, give final approval of project work before crews proceed to next job, and assure that crews are working in a safe manner and using tools correctly. Conduct safety meetings with crews. In the event that the work crews do not produce the required amount of work, or to the FOREST SERVICE standards, or do not work in a safe manner, the Forest Officer will advise the STATE liaison officer.

2. Advise its personnel that they shall not mail or deliver letters for inmates or barter, gamble, or furnish money, alcohol, drugs, or tangible goods to any inmate or STATE employee, nor furnish any other item or substance prohibited by the STATE.

3. Prepare annually as of January 31, a report of inmate accomplishments of FOREST SERVICE projects during the previous calendar year and furnish a copy of the report to the STATE.

4. Provide all essential tools, equipment, and material to conduct the project work to be performed by the inmates, except when agreed upon in advance that the STATE will furnish all or part of the tools, equipment, and material for specific projects.

5. Pay the STATE, based on monthly billings, in accord with rates established in the Annual Work and Financial Plan:

a. Cost of inmate days worked
b. Cost for inmate transportation
c. Cost for tool or equipment use
d. Cost of materials furnished

C. It is Mutually Agreed That:

1. Work to be performed will be based on the needs of the FOREST SERVICE and will be agreed upon by both parties in the Annual Work and Financial Plan prepared prior to October 1, annually, for the coming year. Done

2. The STATE and the FOREST SERVICE will maintain all items such as tools and vehicles, which they furnish, in a safe and workable condition.

3. Any facilities or land resources developed or improved under this Agreement shall be and remain the property of the United States.

4. FOREST SERVICE personnel shall submit progress reports on the inmates under their technical administration upon request from the STATE. The FOREST SERVICE shall not be liable for the misconduct or unauthorized absence of inmates.

5. Inmates placed under this program are not Federal employees for the purpose of laws administered by the Office of Personnel Management and do not have title to any Federal benefits such as insurance, retirement, and leave. The FOREST SERVICE shall have no responsibility for payment of expenses of inmates, for which the STATE has full and exclusive responsibility.

6. The FOREST SERVICE shall not be liable for sickness, accidents, or death of individuals engaged in any activity conducted under this Agreement, unless caused by the negligence of the United States.

7. Work performed under this Agreement shall not displace regular employees, impair contracts for services in existence during the course of the agreement, exploit inmate labor or compete with free labor in the production of goods or services.

8. Nothing herein shall be construed as obligating the FOREST SERVICE to expend or as involving the United States in any contract or other obligation for the future of money in excess of appropriations authorized by law and administratively allocated for this work.

9. No member of or Delegate to Congress, or Resident Commissioner shall be admitted to any part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

STATE OF NEVADA

By _____
Lowell W. Smith
State Forester, Firewarden
Division of Forestry

Date 3/18/82

By _____
Forest Supervisor
Toiyabe National Forest
USDA, Forest Serive

Date 3/29/82

APPROVAL:

By _____
Roland D. Westergard,
Director, Department of
Conservation and
Natural Resources

Date 3-29-82

APPROVAL:

By _____
Vernon G. Housewright
Prison Director

Date March 19, 1982

APPROVED AS TO FORM:

Richard H. Bryan,
Attorney General

By _____
A. Scott Bodeau
Deputy Attorney General

Date 3/18/82

LAS VEGAS DISTRICT
APR 07 1983
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CY 1983

OPERATING AND FINANCIAL PLAN

U.S. FOREST SERVICE - TOIYABE NATIONAL FOREST

AND

NEVADA DIVISION OF FORESTRY
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

This operating plan is entered into by and between the U.S. Forest Service, Toiyabe National Forest, hereinafter referred to as the FOREST SERVICE, and the Nevada Division of Forestry, Department of Conservation and Natural Resources, State of Nevada hereinafter referred to as NDF, under the provision of the Cooperative Agreement between U.S. Forest Service, Toiyabe National Forest and Division of Forestry, Department of Conservation and Natural Resources, dated March 29, 1982. The parties hereto agree to the following:

The State (NDF)

A. Availability of Crew(s): Fires and other life safety emergencies have top priority use of the timekeeping inmate work crews.

B. Inmate Time Keeping: The crews work four (4) 10 hour days; five (5) hours or less will not be charged to the project; over five (5) hours will be charged as a full day. Travel time is part of the overall per day cost with the work day hours covering travel time. There are also times we will probably be working (5) 8 hour days. Travel time on projects should not exceed 1.5 hours one-way.

C. Time Limit on Standard Contracts: Standard contracts should show a start date or time and closing date and time with lead time; weather, availability of crew and type of project built in, large projects covering large areas or on-going projects covering different years both calendar or budget years should be open-ended.

D. Scope of Crew: Under NRS 209.281, inmate crews may be taken into or through any state which adjoins the State of Nevada for work in general labor in connection with forestry projects with the approval of the Director of Prisons.

E. Notification and Communications: NDF will notify by whatever means agreed upon with the FOREST SERVICE when our crews can not make a work assignment. Also, NDF will set up communications with the FOREST SERVICE Project Technician for a day to day activities report or update.

F. Project Supplies: Project supplies or special tools will be supplied by the FOREST SERVICE; if special training is needed, the Honor Camp Foreman and Project Technician will provide safety training before special tools are used by crews.

G. Miscellaneous Items: Crews in the field will have a time set aside for a morning and afternoon coffee break, and a half hour lunch period.

Any equipment, vehicle, chainsaw, and miscellaneous special equipment use rate change will be passed along to the FOREST SERVICE by the use of an APPENDIX to the OPERATING PLAN, under Item "B", Rate Schedule for Reimbursable Services.

A. Reimbursable Services Requested by the FOREST SERVICE

1. Service will document on R-4 1900-4 Program Project Work Plan all proposed projects including type of work, length of project, location of work, estimated transportation and manpower required and name of Service representative under whose technical direction the work is to be accomplished.

2. When requested by the Service, the Cooperator agrees to provide additional personnel within manpower capabilities, for unforseen or emergency situations.

3. When requested by the Service, to provide equipment when available on a reimbursable basis, use rates will be negotiated by designated representatives, documented and incorporated into the Joint Operating and Financial Plan at current rates.

B. Rate Schedule for Reimbursable Services:

For services provided in A1-A3 the Service agrees to reimburse the Cooperator at the following rates:

1. Personnel

a. Foreman	$35.00 Per Day
b. Crew of up to 12 inmates	$ 6.00 Per Man Per Day
2. Vehicle Mileage	$ .40 Per Mile
3. Chainsaws	$2.75 Per Hour
4. Miscellaneous Equipment	Current Rates

C. Payment of Services

1. Payments for services and rates identified in items A1-A3 and B, will be paid monthly by the Service upon receipt of an itemized bill, to be delivered to the applicable District Ranger, who will sign for services received and attach R-4 1900-4 and forward the package to the Forest Supervisors Office for payment. Payments will be made to Nevada Division of Forestry, applicable Area Office.

D. Designated Representative:

The following people are designated by the Service to make or receive requests for decided services under this agreement:

1. District Ranger or designated acting:

a. Hiram Smith, Carson City, NV - 882-2.66

b. Gary Sayer, Bridgeport, CA - 714-932-7070
c. Mont Lewis, Austin, NV - 964-2671
d. Glade Quilter, Tonopah, NV - 482-6286
e. Bob Wize, Las Vegas, NV - 598-6503

The following persons are designated by the Cooperator to make or receive request for services under this agreement:

1. Area Forester or designated acting:

a. Dave Freitas, Washoe Valley, NV - 849-2500
b. John Ross, Elko, NV - 738-3453
c. Robert Poling, Las Vegas, NV - 385-0213

NEVADA DIVISION OF FORESTRY

APPROVED

BY Lowell V. Smith

Lowell V. Smith
State Forester, Firewarden
Division of Forestry

DATE 3/28/83

U.S. FOREST SERVICE

APPROVED

BY Bill Nelson

Forest Supervisor
Toiyabe National Forest
USDA Forest Service

DATE 4/5/83

APPROVED AS TO FORM:

BY _____
Scott Bodeau,
Deputy Attorney General

DATE _____

ROLAND WESTERGARD, *Director*
Department of Conservation
and Natural Resources

LOWELL V. "LOBY" SMITH
State Forester Firewarden

LAS VEGAS DISTRICT

SEP 2 6 1985

	INFO	X ACTION
D.R.		
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TIMBER		
RESO		

RICHARD H. BRYAN
Governor

ROBERT E. POLING, II
Southern Area Forester

Address Reply to
4747 W. Vegas Drive
State Mail Room Complex
Las Vegas, Nevada 89158

STATE OF NEVADA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES

DIVISION OF FORESTRY

INVOICE

September 24, 1985

U.S. Forest Service
550 E. Charleston
Las Vegas, NV 89104

For labor and equipment furnished by the Nevada Division of Forestry for project 3-36-85, Toiyabe National Forest, for the month of September 1985. The project consisted of felling, limbing and disposing of slash from all trees associated with a timber sale in Lee Canyon.

LABOR:

Total inmate man days 58 @ 6.00 each per day	348.00
Total foreman man days 7 @ 35.00 each per day	245.00
TOTAL LABOR COST:	593.00

EQUIPMENT:

EX10705 crewbus 350 miles @ .40 per mile	140.00
Chainsaw hours 60 @ 2.75 per hour	165.00
Chipper hours 10 @ 10.00 per hour	100.00
TOTAL EQUIPMENT COST:	405.00
GRAND TOTAL DUE:	998.00

Please make check payable to the Nevada Division of Forestry Conservation Program and submit to the address indicated on the letterhead.

I hereby certify that this billing is true and just and that payment has not been received.

Robert E. Poling, II
Regional Forester

REP:RR:pe

LABOR

TOTAL INMATE MAN DAYS 58 AT 6.00 = 348.00 $ 348.00

TOTAL FOREMAN MAN DAYS 7 AT 35.00 = 245.00 $ 245.00

TOTAL LABOR COSTS = 593.00 $ 593.00

EQUIPMENT

VEHICLES:

NUMBER ____ DESCRIPTION _____ MILES _____ RATE _____ $ _____

E x 10705 350miles x .40/mile /MI. = 140.00 $ 140.00

E _____ /MI. = _____ $ _____

E _____ /MI. = _____ $ _____

E _____ /MI. = _____ $ _____

CHAIN SAWS AND CHIPPERS:

TOTAL SAW HOURS 60 AT $ 2.75 /HR. = _____ $ 165.00

TOTAL CHIPPER HOURS 10 AT $ 10.00 /HR. = _____ $ 100.00

_____ $ _____

TOTAL EQUIPMENT COSTS $ 405.00

MISCELLANEOUS COSTS

E.D.B. AND DIESEL OIL _____ GALLONS AT $ ____ /GAL. = ____ $ _____

TREE SEALER _____ GALLONS AT $ ____ /GAL. = ____ $ _____

_____ $ _____

TOTAL MISCELLANEOUS COSTS $ 0

GRAND TOTAL $ 998.00

PROJECT NARRATIVE REPORT:

The project involved felling, limbing and disposing of slash of all trees associated with a timber sale in Lee Canyon.

SUBMITTED BY: Mark Bohach TITLE: Forestry Forman LII

DATA: Sept. 18, 1985 19____

DAILY WORK DATA

PROJECT NAME United States Forest Service CODE 3-36-85 COOPERATORS US Forest Service

CREW 486 MONTH september 19 85

DATE:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTALS
INMATE M/D					8	7				10	7	9						8	9													58
FOREMAN M/D					1	1				1	1	1						1	1													7
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SMALL SAWS																																
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CALS. E.D.B.																																
TREE SEALER																																
TREES FELLED																																
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BRUSH PILES BUILT																																

6520 Financial Management
1800 Human Resource Program

September 26, 1985

Nevada Division of Forestry
Conservation Camp Crew

Forest Supervisor
Toiyabe National Forest

Please process payment to Nevada Division of Forestry Conservation Program in the amount of $998.00, certified cor ect for payment.

The charge is MC 509K.

ROBERT D. WIZE
District Ranger

Enclosure

AM/lr

INDIAN SPRINGS
CONSERVATION CREWS
ANNUAL LIST OF PARTICIPANTS
(report for October 1 through September 30 annually)

Name of Crewmember	Race/Ethnic				Crew #
(list only once for year)	White	Black	Hispanic	Other (indicate)	482
Butler, Benny		✓			
Lemay, David		✓			
Smith, Dan	✓				
Dawson, Reggie		✓			
Hudson, Johny		✓			
Lemayman, Gerry	✓				
Powell, Ricky		✓			
Mayes, Willie		✓			
Davis, Allen		✓			
Valerio, John	✓				
Thompson, Arten		✓			
Howard, Deandre		✓			
Bratton, Tom	✓				
Mclaurin, Joe		✓			
Bresnihan, Greg		✓			

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
THE DEPARTMENT OF NATURAL RESOURCES

RELATED TO THE MAINTENANCE OF
STATE PARK AND RECREATIONAL FACILITIES

RECEIVED
AUG 5 1985
S.E. DIST.

This memorandum of agreement is made and entered into between the Department of Corrections (Corrections) and the Department of Natural Resources, Division of Parks and Outdoor Recreations (Parks).

PURPOSE:

The departments of state government agree that it is in the best interest of the citizens of, and the tourist visitors to, the State of Alaska to have the departments of the executive branch working in unison toward achieving operating efficiencies during this time of declining revenues.

Corrections has an inmate labor force available for community work projects, and a constitutional mandate for reformation of the offender.

Parks has identified recreation facility maintenance work projects that are above and beyond the projects funded by the Legislature. Parks and Corrections can efficiently and effectively work together to the benefit of the citizens of Alaska. Further, the inmate labor force and the service projects identified by Parks will not replace the tasks assigned to permanent state employees.

AGREEMENT:

Now therefore, Corrections and Parks working cooperatively toward the goal of improving the Park System for the citizens of the State of Alaska agree as follows:

1. Corrections agrees to provide fueled vehicles for the purpose of transporting inmate work crews selected by Corrections to work sites selected by Parks. Corrections will provide meals for inmates while in the field and will provide protective clothing such as rain gear, work gloves, hard hats, and appropriate foot gear to inmate work crews.

2. Parks will provide vehicle drivers and will supervise the inmate work crews while at the work site and while transporting crews from the institution to the work site and back. Parks will reimburse Corrections, on a monthly basis, at the rate of five dollars ($5.00) per day for each inmate at work on Parks' projects, via reimbursable service agreement (RSA). Corrections will compensate each inmate working on labor crews at the rate of five dollars ($5.00) per day.

3. Parks' personnel supervising the work crews may disqualify any inmate from participation in the community work program for causes related to insubordination, unsafe behavior while on the job or during transportation, or other forms of inappropriate behavior that detract from the productivity of the inmate crew in carrying out their assigned tasks. Parks' personnel will inform the Corrections' personnel receiving the inmates at the end of the work day of the person or persons that are to be disqualified from the program. This will be followed by an immediate verbal report to the Parks' Superintendent involved. The Parks' Superintendent will then contact the institutional Superintendent and provide further details of the situation.

4. Tasks to be assigned to inmate laborers shall include the following recreation facility maintenance services in units of the Alaska State Park System:

   a. Cleaning and restocking restrooms.
   b. Emptying trash containers.
   c. Removal of ash from camp and picnic site stoves.

d. Picking up and disposing of ground litter.

e. Cleaning picnic and camp tables.

f. Brushing, trimming vegetation, trail construction and maintenance.

5. Corrections and Parks concur that this Agreement shall be effective upon its execution by both parties and that this Agreement may be terminated by either party fifteen (15) days after providing written notice to the other party or by mutual agreement of the parties. Exceptions or Amendments to this Agreement can be executed upon mutual agreement between institutional Superintendents and Parks' Area Superintendents or Regional Managers.

The parties have executed this Agreement as of:

April 30, 1985
DATE

COMMISSIONER
DEPARTMENT OF CORRECTIONS

April 30, 1985
DATE

COMMISSIONER
DEPARTMENT OF NATURAL RESOURCES

APPENDIX H

NORTHWEST FOREST WORKERS ASSOCIATION
APPEAL LETTER AND REGION 6 RESPONSE

Northwest Forest Workers Association

795 Willamette rm. 310 Eugene, Oregon 97401 ph. 503 683-3629

Regional Forester
U.S. Forest Service, R-6
PO box 3623
Portland, OR 97208

October 30, 1984

RECEIVED
NOV 5 1984
FS, R-6
FISCAL
Management

Re: Convict Labor

Dear RF:

The use of convict labor must be in accordance with Executi Order 11755. The prohibition against convict labor on federal projects goes back almost 100 years, and has been reaffirmed by Presidents Theodore Roosevelt and Richard Nixon. The use of coerced labor at less than prevailing wages and working conditions ineluctably damages the free labor force.

This is an informal appeal of the Willamette N.F.'s decision to not comply with EO 11755. Please refer to the attached correspondence.

Our position is simple. If there is work that needs to be done, then it should be funded. The National Forests vastly benefit the Treasury. Chief Max Peterson repeatedly tells the Appropriations Committees that funding is adequate. If funding is adequate, then there are no unfunded needs requiring the use of a subprevailing labor force.

We shall wait two weeks before appealing to GAO, Civilian Agency Acquisition Council, U.S. Attorney General and other appropriate authorities. Thank you.

Sincerely,

Gerry Mackie

Jim!- The way I read this the Fern appeal is not the same kind of appeal outlined in 36 CFR 211.18 - we seek that next determination is the correctness of the Coop agreement as far as meeting PL 94-148 (16 USC § 565a)

Since this is not a formal appeal the Deputy for Admin should regard as to how we will back the Forest on the agreement. Send us a copy with attach so we can keep track. V Rushel

Pacific
Northwest
Region

319 S. W. Pine
P. O. Box 3623
Portland, OR 97208

1580

November 30, 1984

Mr. Gerry Mackie
Northwest Forest Workers Association
795 Willamette Street, Room 310
Eugene, OR 97401

Dear Mr. Mackie:

The participation of the Forest Service in hosting an inmate work release program such as the one involving the Willamette National Forest and Marion County Community Correction Department provides three distinct opportunities.

First of all, it accomplishes unfunded forestry protection work which otherwise would not be completed. Second, it provides the Forest Service an opportunity to assist the community to resolve an increasing, complex and expensive social problem in the overcrowding of its jails. And last, many rehabilitative and beneficial social effects may be realized by the individuals involved in this program. Basic work habits, skills and an improved self-image can be developed. Hopefully, the participants will re-enter our society as more productive citizens as a result of their experience in a program of this nature.

The existing cooperative agreement is appropriately written under Public Law 94-148 which is commonly referred to as the "Ullman Bill" which, in turn, conforms to all provisions of Executive Order #11755 as mentioned in your initial inquiry of October 30. P.L. 94-148 clearly provides the Forest Service a means to cooperate in projects benefiting Forest Service programs when the primary purpose is to further manpower and job training and development programs. In keeping with the authorization of the Act, eight to ten work release participants have been involved 1 to 2 days per week during the field season, primarily in campground maintenance activities. The tasks included piling and burning debris from hazardous tree removal, fireplace cleanup, general litter pickup, and basic trail maintenance work.

Reimbursements from the Forest Service to Marion County Community Corrections Department and individual participants have covered fuel costs for transportation and a $2 per day stipend per inmate for work provided by the cooperative agreement. Although the Act clearly authorized payment through reimbursements from any Forest Service appropriation for work similar to the work provided for by the cooperative agreement, the $2 per day stipend is not to be construed as a wage payment. It was granted at the request of the

Marion County Correction administrators to act as incentive for participants as well as to provide them with "pocket money" to be used to purchase personal sundry items from their commissary. Program costs are minimal--averaging $175 to $225 per month. A high percentage of these costs are allocated to cover transportation fuel costs.

It should also be clarified that the inmates who become involved in this project do so at their personal choice. They participate in the Forest Service project of their own volition as they are given an opportunity by the corrections staff to choose from various community nonprofit agencies for specific work assignments. In effect, they volunteer for this activity.

I hope that the foregoing information will provide you with a clearer understanding of the objectives and purpose of the program operating on the Willamette National Forest. If you have further questions regarding this matter, please feel free to call me or Jim Miller, Fiscal Management, 294-5495.

Sincerely,

CLAUDE ELTON

JEFF M. SIRMON
Regional Forester

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